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**Memorandum and Articles  
of  
Association  
of  
INSILCO LIMITED**

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प्रारूप आई० आर०

Form I.R.

निगमन का प्रमाण-पत्र  
CERTIFICATE OF INCORPORATION

ता.....का सं०.....

No. 20-10141 of 1988

मैं एतद् द्वारा प्रमाणित करता हूँ कि आज.....  
कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी  
परिसीमित है ।

I hereby certify that.....INSILCO.....LIMITED.....  
is this day incorporated under the Companies Act, 1956 (No. 1 of 1956)  
and that the Company is limited.

मेरे हस्ताक्षर से आज ता०.....को दिया गया

Given under my hand at .....KANPUR.....this.....19th .....Day  
of OCTOBER One Thousand Nine Hundred and EIGHTY EIGHT  
27th Asvina 1910 (S.E.)

S E A L

Sd/-  
( S. P. TAYAL )

कम्पनी रजिस्ट्रार  
उ० प्र० कानपुर

Registrar of Companies  
U.P. KANPUR

Company No. 20-10141



कारबार प्रारम्भ करने के लिये प्रमाण-पत्र

## Certificate for Commencement of Business

कम्पनी अधिनियम 1956 की धारा 149 (3) के अनुसरण में

Pursuant of section 149 (3) of the Companies Act. 1956

मैं एदत द्वारा प्रमाणित करता हूँ कि.....  
जो कम्पनी अधिनियम 1956 के अधीन तारीख.....की निगमित की गई थी  
और जिसने आज विहित प्रारूप में सम्यक रूप से सत्यपित घोषणा फाइल कर दी है कि उक्त  
अधिनियम की धारा 149 (1) (क) से लेकर (घ) तक / 149 (2) (क) से लेकर (ग) तक की  
शर्तों का अनुपालन किया गया है, कारबार करने के हकदार हैं ।

I hereby certify that.....**INSILCO.....LIMITED**.....which was incorporated  
under the Companies Act, 1956 on the.....19th.....day of **OCTOBER** 1988 and which  
has this day filed a duly verified declaration in the prescribed form that the conditions of  
section 149 (2) (a) to (c) of the said Act. have been complied with, is entitled to com-  
mence business.

मेरे हस्ताक्षर से यह तारीख.....को.....में दिया  
गया ।

Given under my hand at..KANPUR.....this.....17th.....day of .....NOVEMBER  
One thousand nine hundred and..... **EIGHTY.....EIGHT.**  
26th KARTIKA 1910 (S.E.)

SEAL

Sd/-

( S. P. TAYAL )

कम्पनी रजिस्ट्रार

उ० प्र० कानपुर

Registrar of Companies

U.P. KANPUR

**\*(The Companies Act, 1956 and the Companies Act, 2013, to the extent in force)**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**INSILCO LIMITED**

- I. The name of the Company is INSILCO LIMITED.
- II. \*The registered office of the Company will be situated in the state of Uttar Pradesh.
- III. (A) \*The main objects of the Company to be pursued by it on its incorporation are:-
  1. To manufacture, fabricate, produce, extract process and finish, import, export, buy, sell, transport, refine and generally carry on the business or deal or traffic in all types of silica, derivatives thereof and minerals of silica, including, without prejudice to the generality of the foregoing, spray dried silica, quartz, tridymite, cristobalite, opal, vitreous silica, melanophlogite, coesite, stishovite; metallic and nonmetallic compounds of silica, and all articles, goods, wares, merchandise, products, appliances and supplies of every kind and description in which silica and its minerals and derivatives are or may be used.
  2. To manufacture, fabricate, produce, prepare, process and finish, import, export, buy, sell, survey, estimate, transport, refine and generally carry on the business of deal of traffic in all silicates, silicate minerals, and compounds and by-products thereof, including without prejudice to the generality of the foregoing sodium silicate (water glass) and all articles, goods, wares, merchandise, products appliances and supplies of every kind and description in which silicates, silicate minerals, and compounds thereof are or may be used.
  3. To manufacture, fabricate, produce, prepare, extract process and finish, import, export, buy, sell, transport, refine, survey estimate and generally to carry on the business of or deal or traffic in all miscellaneous forms of silica, silicates, their derivatives and compounds, siliciferous and siliceous substances, materials, ores, rocks and sediments.
- (B) \*Matters which are necessary for furtherance of the objects specified in Clause III(A) are:-
  1. To appoint agents and distributors.
  2. To apply for, purchase, or otherwise acquire any patents, patent rights, brevets d'invention, copyright, trademarks, formulas, licences, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to, any invention which may seem capable of being used for any of the purposes of the company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account, the property, rights or information so acquired.
  3. To carry on research and development work and experiments in relation to any raw materials or substance relating to the business of the Company and to encourage and promote scientific and technical researches and investigations by providing, subsidizing, and owning or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing remuneration for scientific or technical professors or teachers and by providing for the award of scholarships, prizes and grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any of the business that company is authorized to carry on.
  4. To acquire from any person, firm or body corporate, whether in India or elsewhere, technical information, know-how processes, engineering, manufacturing and operating

data, plans, layouts and blueprints useful to the design, erection and operation of plant required for any of the businesses of the Company and to acquire any grant or licence and other rights and benefits in the foregoing matters and things.

5. To train or pay for the training in India or abroad of any of the Company's employees or any candidates in the interest or furtherance of the Company's objects.
6. To act as importers, exporters and distributors in any materials or goods relating to the business of the Company.
7. To purchase, take on lease or in exchange, hire, and otherwise acquire any real and personal property, and any rights or privileges which the Company may think necessary or convenient for the purpose of its business, and in particular any land, building, easement, machinery, plant and stock in trade.
8. To acquire whether by purchase, lease, leave and licence, exchange or otherwise, whether as a member of cooperative housing societies, or as a member of associations of apartment owners or condominiums or otherwise howsoever office premises, factory premises, residential premises and other such accommodation.
9. To undertake and carry on the office or offices and duties of trustee, custodian trustee, executor, administrator, liquidator, receiver attorney or nominee of, or for, any person, company, corporation, association, scheme, trust fund, government, state municipal or other body politic or corporate.
10. To undertake and execute any trust or discretion the undertaking whereof may seem desirable and the distribution amongst the beneficiaries, pensioners or other persons entitled thereto, of any income capital or annuity, whether periodically or otherwise, and whether in money or specie, in furtherance of any trust, direction, discretion or other obligation or permission.
11. To hold, deal with, manage, direct the management, of buy, sell, exchange, mortgage, charge, lease dispose of, grant any right or interest in over or upon any real or personal property of any kind whatsoever, including contingent and reversionary interests in any property and to undertake and carry on any business undertaking or transaction relating to such property.
12. To apply for and acquire and hold any charters, privileges, monopolies, licences, concessions, patents or other rights, powers or order from the Indian government or parliament or from any state government or any local or other authority in any part of the world and to exercise carry on and work any powers rights or privileges so obtained and to constitute or incorporate the company as an anonymous or other society in foreign country or state.
13. To issue warrants to persons warehousing goods with the company and to lend money upon the security of such goods.
14. To acquire and undertake the whole or any part of the business, property, and liabilities of any person or Company carrying on any business which the Company is authorized to carry on, or possessed of property for the purposes of the Company.
15. To take or otherwise acquire and to hold shares, debentures or other securities of any Company firm, or other enterprise.

16. To construct, improve, maintain, develop, work, manage, carry out, or control any buildings, works, factories, mills, roads, ways, tramways, railways, branches or sidings, bridges, reservoirs, water-courses, wharves, warehouses, electric works, shops, stores and other works and conveniences which may seem calculated directly or indirectly to advance the company's interests; and contribute to, subsidise or otherwise assist or take part in the construction, improvement, maintenance, development, working, management, carrying out, or control thereof.
17. To issue and allot fully or partly paid shares in the capital of the company in payment or part payment of any real or personal property purchased or otherwise acquired by the company or any services rendered to the company.
18. To enter into any arrangements with any government or authority, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them; and to obtain from any such government or authority any rights, privileges, and concessions which the company may think it desirable to obtain; and to carry out, exercise, and comply with any such arrangements rights, privileges and concessions.
19. To invest and deal with the money of the company not immediately required including investment in fixed deposits with companies, firms; or any organization in such manner as may from time to time be thought fit.
20. To lend and advance money or give credit to any person or Company; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or company; to secure or undertake in any way the repayment of money lent or advanced to or the liabilities incurred by any person or Company; and otherwise to assist any person or Company; Provided that the Company shall not carry on the business of banking within the meaning of the Banking Regulation Act, 1949.
21. To take or hold mortgages, liens, and charges to secure payment of the purchase price, or any unpaid balance of the purchase price of any part of the Company's property of whatsoever kind sold by the Company, or any more due to the Company from purchasers and others.
22. To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment of performance of any debt liabilities contract guarantee or other engagement incurred or to be entered into by Company in any way and in particular by the issue of convertible and non-convertible debentures perpetual or otherwise, charge upon all or any company's property (both present and future) including its uncalled capital, and to purchase, redeem or pay off any such securities.
23. To remunerate any person or Company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures, or other securities of the Company, or in about the organization, formation, or promotion of the company or the conduct of its business.
24. To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, and other negotiable instruments.
25. To sell, lease, transfer, assign, mortgage or dispose of the undertaking of the company or any part thereof for such consideration as the company may think fit; and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of the company.

26. To sell, improve, manage, develop, exchange, lease, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the company.
27. To sell any patent rights, brevets d'invention copyright, trade marks, or privileges belonging to the company or which may be acquired by it, or any interest in the same and to grant licences for the use of same, or any of them, and to let or allow to be used or otherwise deal with any inventions, brevets d'invention, patents, copyright, trade marks or privileges in which the company may be interested, and to do all such acts and things as may be deemed expedient for turning to account any inventions, patents and privileges in which the company may be interested.
28. To manage, improve, farm, cultivate, maintain, lease, underlet, exchange, sell or otherwise deal with and dispose of all or any part or the lands and buildings or other real property of the Company, not required for the purposes of the Company.
29. To appropriate any part of parts of the property of the company for the purposes of, and to build and let or sell, shops, offices and other places of business.
30. To let such part of the property of the company as may not be immediately required for the principal business of the company.
31. To procure the Company to be registered or recognized in any country or place outside India.
32. To carry out all or any of the objects of the Company and do all or any of the above things in any part of the world and either as principal, agent, contractor, or trustee, or otherwise, and by or through trustees or agents or otherwise, and either alone or in conjunction with others.
33. To carry on any business or branch of business which this company is authorized to carry on by means, or through the agency, of, any subsidiary company or companies, and to organize, promote and incorporate such subsidiary company or companies, and to enter into any arrangement with such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for the financing of any such subsidiary company or guaranteeing its liabilities, or to make any other arrangements which may seem desirable with reference to any business or branch so carried on or for the financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangements which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily or permanently to close any such branch or business.
34. To appoint or nominate Directors or Managers of any subsidiary company or of any other company in which this Company is or may be interested.
35. To purchase, take on lease or in exchange, hire or otherwise acquire any immovable or moveable property and any rights or privileges which the company may think necessary or convenient for the purpose of its business and in particular, any land, building, easements, machinery, plant or stock in trade; and either to retain any property so acquired for the purposes of the company's business or to turn it to account as may seem expedient.
36. To assist in the sale of goods, articles or commodities which the Company is authorized to produce or deal in by way of hire, purchase or deferred payments, or similar transactions, and to institute, enter into, carry on, subsidise finance or assist in subsidizing or financing the sale and maintenance of such goods, articles or commodities upon any terms whatsoever; to acquire and discount, hire-purchase or other agreements or any right

thereunder (whether proprietary or contractual) and to import, export, buy, sell, barter, exchange, pledge make advances upon and otherwise deal in such goods produce articles and merchandise.

37. To enter into arrangements with companies, firms, government, local authorities and government agencies for promoting and increasing the manufacture, sale, purchase and maintenance of goods, articles or commodities of all and every kind and description, either by buying, selling, letting on hire, hire purchase or easy payment systems, or by financing or assisting such other companies, firms or persons to do all or any of such last mentioned acts, transactions and things and in such manner as be necessary or expedient and in connection with or for any of these purposes, to purchase agreements, advance money, give guarantees or security of otherwise finance or assist all or any of such purposes on such terms and in such manner as may be desirable or expedient.
38. To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on or proposing to carry on any business which the company is authorized to carry on, or which may be possessed of property suitable for the purpose of this company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company.
39. To amalgamate, enter into partnership or into any arrangement for sharing profits or losses, union of interests co-operation, joint-venture or reciprocal concession, or for limiting competition with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the company is authorized to carry on or engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company; and to accept by way of consideration for any of the acts or thing aforesaid or property so acquired, any share, debenture, debenture-stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debentures-stock or securities so received.
40. To acquire, subscribe, take up and hold shares stocks, debentures, debenture stocks, bonds, fixed deposits, obligations and securities issued or guaranteed by any company constituted or carrying on business in India or in any foreign country and debentures, debenture stock, bonds, obligations and securities, issued or guaranteed by any government sovereign, ruler, commissioners, public body or authority, supreme municipal local or otherwise whether at home or abroad.
41. To acquire any shares, stocks, debenture stock, bonds, obligations, fixed deposits or securities by original subscription contract, tender, purchase, exchange or otherwise and whether or not fully paid up by underwriting, or participation in syndicates and to subscribe for the same, either conditionally or otherwise and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.
42. To establish or promote or concur in establishing or promoting any company or companies for the purpose of acquiring or taking over all or any of the property rights and liabilities of the company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of shares, debentures or other securities of any such other Company.
43. To make donations to such persons or institution and in such cases either in kind or by cash or by any other assets as may be thought directly or indirectly conducive to any of the



Company's objects or otherwise expedient and in particular to remunerate any person or corporation introducing business to the Company.

44. Subject to all applicable laws, to make donations to such political parties, either in cash or kind or by any other assets, as may be considered expedient by the Board or Directors of the Company.
45. To refer or agree to refer any claim, demand, dispute or any other question, by or against the Company, or in which the Company is interested or concerned, and whether between the Company and any member or members or his or their representatives, or between the Company and third parties, to arbitration in India or in any place outside India, pursuant to Indian or any foreign system of law, and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce any award.
46. To pay out of the funds of the Company all expenses which the Company may lawfully pay with respect to the formation and registration of the company or the issue of its capital including brokerage and commission of obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities, of the Company, or other pre-incorporation expenses.
47. To pay all preliminary expenses of any Company promoted by the Company or any Company in which this Company is or may contemplate being interested including any such preliminary expenses or any part of the costs and expenses of the owners of any business or property acquired by the Company.
48. To adopt such means of making known the business of the company as may seem expedient and in particular by advertising in the press, radio, television or other media or by circulars, by purchase and exhibition of works of art by publication of books and periodicals and by granting prizes rewards and donations.
49. To receive money on deposit or loan and borrow or raise or secure the repayment of money in such manner as the Company may think fit, and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, or lien upon all or any of the property or assets of the Company (Both present and future), including its uncalled capital and also by a similar mortgage charge or lien to secure and guarantee the performance by the Company or any other person or company or any obligation undertaken by the Company or any other persons or Company as the case may be and to purchase, redeem or pay off any such securities.
50. To create any depreciation fund, reserve fund, insurance fund, equalization of dividend fund, or any other special fund whether for depreciation, repair improving extending or maintaining any of the properties and/or business of this company or for other purpose conducive to the interests of this company.
51. To subsidize, or contribute to or otherwise assist or take part in the construction, maintenance, improvement, management, working, control or superintendence of any operations or works or buildings useful or expedient or convenient or adaptable for the purpose of the Company which may be constructed by or may belong to or be worked by or be under the control or superintendence of others.
52. Subject to the provisions of the Companies Act 1956 or the Act, to the extent applicable to distribute among the member in specie any property of the company or any proceeds of sale or disposal of any property of the company in the event of winding up.

53. To clear, manage, farm, cultivate, irrigate and otherwise work or use any lands over which for the time being the company has any rights, and to dispose of or otherwise deal with any such rights or any product of any such lands, and to lay out sites for and establish permanent camps, towns and villages on any such lands.
54. To insure the whole or any part of the property of the Company either fully or partially, to protect and indemnify the Company from liability or loss in respect thereof either fully or partially.
55. To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, foundations and conveniences calculated to benefit employees or directors or past employees or directors of the company or of its predecessors in business, or the dependents or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.
56. To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, benefits or emoluments to any persons who are or were at any time in the employment or service of the company, or of any company which is a subsidiary of the company or which is allied to or associated with the company, or with any one or more common directors or which is the holding company of the company, or who are or were at any time directors or officers of the company or of any such other company as aforesaid, or any person in whose welfare the company or any such other company as aforesaid is or has been interested, and the wives, widows, families and dependent of any such persons, and to make payments for or towards the insurance of any such persons as aforesaid, and to do any of the matters aforesaid either alone or in conjunction with or through the holding company (if any) of the company or in conjunction with or through any such other company as aforesaid.
57. To undertake, carry out, promote and sponsor rural development including any programme for promoting the social and economic welfare of, or the uplift of the public in any rural areas and to incur any expenditure on any programme of rural development and to assist execution and promotion thereof, either directly or through and independent agency or any other manner. And without prejudice to the generality of the foregoing, to undertake the programme of promoting the social and economic welfare or upliftment of the public in any rural area which is likely to promote and assist rural development that the words, "rural area" shall include such areas as may be regarded as rural areas with intent under Section 35 CC of the Income Tax Act, 1961, or any modification or re-enactment thereof for the time being in force or any other law relating to rural development of the time being in force and the directors may at their discretion in order to implement any of the objects or purposes, transfer without consideration or at such fair or concessional value as the Directors may think fit, and divest ownership of any property of the Company or in favour of any public or local body or authority or Central or State Government as the Directors may approve.
58. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of the national economy and for discharging what the directors may consider to be the social and more responsibility of the Company to the Public or any section of the public as also any activity which the Directors consider likely to promote national welfare or the social, economic or moral upliftment of the public or any section of the public and in such manner any by such means as the Directors may think fit; and the Directors may without prejudice to the generality of the foregoing, undertake, carry out, promote and sponsor any activity for the publication of any books, literature, newspapers, or other

media; or for organizing lectures or seminars likely to advance these objects or for giving merit awards or giving scholarship loans or any other assistance to deserving students or any other scholars or persons to enable them prosecute their studies or academic pursuits or research, and for establishing, conducting or assisting any foundations, institutions, funds or trusts, having any one or more of the aforesaid objects by giving donations or otherwise in any other manner, and the Directors may at their discretion in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the Company to or in favor of any public or local body or authority or Central or State Government or any public institution or public trust as the Directors may approve.

59. To undertake, promote, sponsor, carry out, finance or otherwise assist in any manner whatsoever programmes for the improvement of the environment, and for environmental protection.
60. To carry on any other business which may seem to the Board of Directors of the Company capable of being conveniently carried on in connection with any of the businesses of the Company or which it may be advisable to undertake with a view directly or indirectly to developing, rendering valuable, prospecting or turning to account or rendering profitable any property real or personal or rights belonging to the Company in which the Company may be interested and to do all and everything necessary, suitable or proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the power hereinbefore set forth, either alone or in association with other corporate bodies, firms, or individuals and to do every other act or acts, thing or things incidental or appurtenant to or growing out of or connected with the aforesaid business or powers or any part or parts thereof provided the same be not inconsistent with the laws of the Union of India.
61. To carry on the trade or business of wholesale, warehousemen, removers, storers, packers and carriers of personal property of every description.
62. Subject to all applicable laws, to manufacture, fabricate, produce, prepare, extract, process and finish, import, export, buy, sell, transport, refine and generally carry on the business or deal or traffic in silica, silica sol, silica gel and fumed silica, aluminium silicate and all types of reinforcing and filling agent for the rubber, paint, plastics, dyestuffs, pharmaceutical, agricultural, and chemical industries, chemicals, substances and materials used in the manufacture and production thereof and chemicals, goods, substances and articles made from or incorporating the same and compounds intermediates, Derivatives and bye-products thereof.
63. To manufacture, import, export, buy, sell and deal in (at wholesale and retail) chemicals and allied substances of all kinds including, without limiting the generality of the foregoing, preparations, compounds, shampoos, disinfectants, alcohols, all types of surface active agents including dispersing agents, wetting agents, emulsifying agents, detergents, soaps and soap powders, starches, dye stuffs, minerals, paints, pigments, varnishes, water-insoluble soaps, gelatins, stains, oils of all types and kinds acids, glues, greases lubricants, sizing agents, synthetic resins, polymers, monomers, plastic substances of all kinds, polishes, pastes, adhesives, plasticizers, rayons, silk substitutes, drawing compounds for tubes, rods, wires and the like, defoamers, materials used in the production of cement and other masonry materials, wood and paper pulp and fibrous substances of all kinds, synthetic rubber, rubber substances, rubber substitutes, insecticides, fertilizing substances, phosphates, wood substances of all kinds, animal and poultry feeds including Amino acid, vitamins, minerals, and antibiotic feed supplements, product for the fortification of milk

and other fluids with vitamins and minerals and all types of compounds and preparations used in the production of leather.

64. To carry on the business of chemical, mechanical, electrical, civil, instrument and general engineers and designers, manufacturers, workers and dealers in chemical and general engineering plant, equipment and goods.
65. To provide services and utilities of all descriptions for the operations of chemical plants, refineries, factories, works and plants including electricity, steam, water and power and to provide and operate facilities for their production.
66. To carry on the business of manufacturer, producer and merchant of and dealer in glass of all kinds including, without limiting the generality of the foregoing, splinterless, reinforced, safety, protected, compound and non-breakable glass, and all materials used in the production thereof and to carry out all process in connection therewith, including bending, polishing, beveling, embossing, staining, sand-blasting, silvering, cutting, engraving, lead glazing, annealing, reinforcing, compounding, amouring and like processes .
67. To carry on the business of manufacturer, merchant and dealer in celluloid goods, cellulose, lacquers, crystalline, cellulose brushing paints and like products and to buy, sell, import, export and generally deal in and with goods, wares and merchandise of all kinds and descriptions and to construct, purchase, lease or otherwise acquire and maintain, operate, alter and improve factories, plants, shops, warehouses and other buildings and structures.
68. To manufacture, import, export, buy, sell, lease, service, distribute, take in exchange and otherwise deal in and with optical, precision, mechanical, electronic, photographic and photochemical products of all kinds and of every nature.
69. To manufacture, produce, adapt, prepare distribute, import, export, sell, buy, process and otherwise trade and deal in, either as principal or agent and either at wholesale or retain rubber, both natural and synthetic, compounds, thereof, substitutes therefore, substances having properties or uses similar thereto and all articles, goods, wares, merchandise, products, appliances and supplies of every kind and description produced in whole or in part therefrom in which rubber or any similar substances is or may be used and the various materials entering into the manufacture of any and all such products and all by-products as are incidental thereto.
70. To purchase, take on lease or otherwise acquire any mines, mining rights and lands and any interests therein, and to explore, work, exercise, develop and turn to account the same, to quarry, smelt, crush, win, get, refine, dress, amalgamate and prepare for market ore, metal and mineral substances or all kinds; to buy, sell, manufacturer and otherwise deal in minerals, plant, machinery, implements, conveniences, provisions and things capable of being used in connection with mining operation or required by workmen and others employed by the company; to construct, carry out, maintain improve, manage, work control and superintend any roads, ways, railways, bridges, reservoirs, water courses, aqueducts, wharves, furnaces, mills, crushing works, hydraulic works, factories, warehouses and other works and conveniences and to contribute to, subsidize, or otherwise aid or take part in any such operations.
71. To mine, quarry, excavate and otherwise acquire gravel, sand, rocks, limestone, sandstone, building stone and building materials of all kinds.

72. To buy, sell or otherwise acquire, dispose of and otherwise deal in sandstone, gravel, brick, building material, builders' and contractors' supplies, plant and accessories of whatsoever kind and description.
73. To carry on business as quarry master and stone merchants and to manufacture, buy, sell and deal in, get, work, shape, hew, carve, polish, crush, sow and prepare for market or use, stone, lime, cement, sand, ore, minerals and building materials or all kinds, and to acquire, open up and work stone and marble quarries, and generally to manufacture and otherwise operate as builders and contractors for the execution of works and buildings of all kinds.
74. To prospect, examine, explore, survey and develop the resources of any territories, estates or properties and with a view thereto finance, organize, employ, equip and dispatch expeditions, commissions, engineering, mining, geological and other experts and agents, and to prepare or cause to be prepared or assist in or subscribe towards the preparation of any plans, examinations, surveys, reports and specifications, of any kind and nature whatsoever.
75. To negotiate or enter into any agreements or arrangements with any person, firm or corporation or with any government, authority or power for any purpose, and in particular for the grant or transfer to the company or to any company promoted, formed or registered by the company or in which the company may be interested or to any person, firm or corporation of any leases, concessions, options, rights, license, permit or other authorization for or relating to the exploration, development, acquisition or working of any lands.
76. To search for, acquire, work and dispose of and deal in any mines, metals, minerals, mineral wax, chemicals, clay, earth, sand, rocks and other like substances.
77. To search for, obtain, produce, work, exploit, develop, purchase, store, manufacture, treat, render suitable for market or trade, smelt, calcine, refine, handle, carry away, sell, dispose of and deal in or otherwise turn to account petroleum, and other minerals, oils, natural gas, asphalt, ozokerite and hydrocarbons of all kinds and their products, metals, coal, ores, fuels and any mineral, vegetable or animal products or substances of every description.
78. To refine, smelt, process, manufacture, buy, sell, import, export, distribute and otherwise deal in metals and minerals of all kinds; to carry on in all or any of their branches the businesses of refiners, smelters, processors and manufacturers of and dealers in metals and minerals of all kinds and all articles and the things made therefrom and used in the manufacture, maintenance and working thereof and in connection with the foregoing to engage in and carry on all or any of the business of custom house brokers, warehousemen, forwarders, carters, carriers and other like businesses and to do a general import and export business.
79. To manufacture, construct, build, import, export, purchase, sell, distribute and otherwise deal in machines, machinery, plant, equipment and apparatus and parts and accessories thereof, instruments, devices, supplies and attachments connected therewith or relating thereto and all material, metals, and things used in the manufacture, construction, building, repair, alteration, maintenance and operation thereof; to repair, alter maintain and operate any and all such machines, machinery, plant, equipment, apparatus, parts, accessories, instruments, devices, supplies and attachment, and to install and erect the same in public or private works or structures of every nature and kind.
80. To purchase, manufacture, import, export, buy, sell and otherwise deal in, both at wholesale and retail, all kinds of jewellery items, metals, including precious and semiprecious metals, and all other articles and merchandise as may be suitable, necessary,

usual, proper or expedient in connection with the foregoing or with any of the businesses or enterprises of the Company.

81. To acquire by purchase, concessions, exchange, lease or otherwise and to construct, erect, operate, hold, equip, extend, improve, maintain, manage, sell, exchange, or otherwise dispose of manufacturing plants, factories, laboratories, stores, shops, depots and other structures and erections and any and all machinery, equipment, fixtures, appliances and appurtenances and all other property, real or personal, that may be suitable, necessary, usual, proper or expedient in connection with the foregoing or with any of the businesses or enterprises of the Company.
82. To carry on the business of chemists, druggists, dry salters, oil and colour men, importers and exporters, and manufacturers and of dealers in pharmaceutical, medicinal, chemical, industrial, and other preparations and articles, compounds, cements, oils, paints, pigments and varnishes, drugs dye ware, paint and colour grinders, makers of and dealers in proprietary articles of all kinds, and of electrical, chemical, photographic, surgical and scientific apparatus and materials and to buy, sell, manufacture, refine, manipulate, import, export, and deal in all substances, apparatus, and things capable of being used in any such business as aforesaid, or required by any customers of or persons having dealing with the company, either by wholesale or retail.
83. To engage in and carry on in all or any of their respective branches all or any of the businesses of financial, industrial and management consultants; to establish, promote, organize, manage, develop or act as financial, industrial or management consultants; to assist in the establishment promotion, organization, management or development of any corporation, Company, syndicate, firm, partnership, enterprise or undertaking and to take, over, manage and operate any such corporation, company, syndicate, firm partnership, enterprise or undertaking and to render financial or management services to all or any of them.
- IV. \*The liability of the Member(s) is Limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
- V. The Authorised Share Capital of the Company is Rs. 65,71,50,000 (Rs. Sixty Five Crores Seventy One Lacs Fifty Thousand Only) divided into 6,57,15,000 (Six Crores Fifty Seven Lacs Fifteen Thousand Only) equity shares of Rs. 10/- each. Any shares of Class of shares in the capital of the Company for the time being may be issued from time to time with any such guarantee or any such rights or preference, whether in respect of dividend or of payment of capital or of both, or any such other special privilege or advantage over any shares previously issued or to be issued or with such deferred or qualified rights as compared with any shares previously issued or subject to any such provisions or conditions and with any such special right or limited right or without any right or voting and generally on such terms or conditions as the company may from time to time determine and the rights of the holders of any class of shares forming part of the capital for the time being of the company may be modified, affected, varied, extended, surrendered or abrogated in such manner as is or may be provided by the Articles of Association of the Company as originally registered or as altered from time to time.
- VI. We, the several persons, whose names and addresses are subscribed below, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective name:

S. No.	Name, Addresses, Description and occupation of the Subscribers	Number of Equity Shares taken by each Subscriber	Signature of subscribers	Signature, Name, Addresses & Description of the witness
1.	Shyam Sunder Bhartia S/o. Sh. Mohan Lal Bhartia 17, Friends Colony (West) New Delhi-110 065 (Business)	10	Sd/	<p>I witness the signatures of all the subscribers who have signed in my presence</p> <p>At New Delhi</p> <p>Sd/-</p> <p>Sameer Manchanda Chartered Accountant S/o. Sh. S.D. Manchanda R/o. 2/1, M.S. Flats, Shahjahan Road, New Delhi-110011</p>
2.	Hari Shankar Bhartia S/o. Sh. Mohan Lal Bhartia 17, Friends Colony (West) New Delhi-110 065 (Business)	10	Sd/	
3.	Uma Shankar Bhartia S/o. Sh. Mohan Lal Bhartia 17, Friends Colony (West) New Delhi-110 065 (Business)	10	Sd/	
4.	Jeewan Prakash Gupta S/o. Late Sh. BirBhan Gupta A-1/2, Panchsheel Enclave New Delhi-110 017 (Service)	10	Sd/	
5.	Satya Narayan Somani S/o. Late Sh. Hari Ram Somani G-81, A Kalkaji New Delhi-110 019 (Service)	10	Sd/	
6.	Rajeev Goel S/o. Sh. Prem Prakash Goel E-16, GK Enclave-I New Delhi (Service)	10	Sd/	
7.	Sakleshpur Gundappa Prasad S/o. Sh. Sakleshpur Gundappa C-3/447, B, Janakpuri New Delhi-110 058 (Service)	10	Sd/	
	Total	70		

Place: New Delhi  
Dated: 11-10-1988

\*Amended vide Special Resolution dated 12<sup>th</sup> August 2015 passed by the members of the company in their 27<sup>th</sup> Annual General Meeting held on 12<sup>th</sup> August 2015.

(The Companies Act, 2013)  
(Company Limited by Shares)

## ARTICLES OF ASSOCIATION

OF

**INSILCO LIMITED**

**[Incorporated under the Companies Act, 1956]**

*The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the 27<sup>th</sup> Annual General Meeting of the Company held on 12<sup>th</sup> August 2015 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.*

### TABLE 'F' EXCLUDED

#### **Table F not to apply but company to be governed by these articles**

1. No regulation contained in Table F in the Schedule I to the Companies Act, 2013 or in the Schedule to any previous Companies Act, shall apply to this Company, but the regulations for the Management of the Company and for the observance of the Members thereof and their representative shall, subject to the exercise of any statutory powers of the Company with reference to the repeal or alteration of, or addition to, its regulations by Special Resolution, as prescribed by the said Companies Act, 2013, be such as are contained in these Articles.

### INTERPRETATION

#### **Interpretation Clause**

2. In the Interpretation of these articles, unless repugnant to the subject or context -

“The Company” or “This Company” means INSILCO LIMITED.

“The Act” means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and Companies Act, 1956, so far as may be applicable.

“The Articles” means the articles of association of the company as originally framed or as altered from time to time or applied in pursuance of any previous company law or of this Act.

“The Memorandum” means the memorandum of association of the company as originally framed or as altered from time to time in pursuance of any previous company law or of this Act.

“Board” or “Board of Directors” means the collective body of the directors of the company.

“Month” means calendar month.

“These presents” means the Memorandum of Association and these Articles of Association as originally framed or as altered from time to time in pursuance of any previous company law or of this Act.



“Seal” means the Common Seal for the time being of the Company.

“In writing” and “written” shall include printing, lithography or part printing and part lithography and any other mode or modes of representing or reproducing words in visible form.

The words imparting “singular number” shall include the plural number and vice versa.

The words imparting “masculine gender” shall include the feminine gender and vice versa.

The words imparting “person” shall include corporation or body corporate.

“The Office” means the Registered Office of the Company for the time being.

“Evonik Degussa GmbH” means and includes :

- a. Evonik Degussa GmbH, a company incorporated under the laws of Federal Republic of Germany having its registered office in Federal Republic of Germany;
- b. Any body corporate with which Evonik Degussa GmbH may be amalgamated or in which it may be merged;
- c. The parent company, subsidiary or associated Company of Evonik Degussa GmbH or the body corporate referred to in (b) above.

“associated Company of Evonik Degussa GmbH” shall mean a company in which Evonik Degussa GmbH or the bodies corporate referred to in sub clauses (b) and (c) hereof shall hold either singly or in aggregate not less than 20% of the equity capital of that company.

The marginal notes used in these Articles shall not affect the construction thereof.

Subject as aforesaid and except where the subject or context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as they defined under the Act.

### **CAPITAL**

3. The Authorised Share Capital of the Company shall be such amounts and be divided into such shares as may, from time to time, be provided in Clause V of the Memorandum with power to increase or reduce the capital in accordance with these Articles and the provisions of the Act for the time being in force in that behalf, with the powers to divide the share capital whether original or increased or decreased into several classes and attach thereto respectively such ordinary, preferential or special rights and conditions in such a manner as may for the time being be provided by the Regulations of the Company and allowed under the provisions of the Act.

### **INCREASE, REDUCTION AND ALTERATION IN SHARE CAPITAL**

4. The Company shall have the power to increase its Capital from time to time, in accordance with the Articles of the Company and the legislative provisions then in force in this behalf and with power to divide the shares in the Capital into Equity Share Capital and Preference Share Capital, and to attach thereto respectively and preferential qualified or special rights, privileges or conditions, If any. Whenever the Capital of the Company is divided into Shares of different classes, the right of any such class may be varied, modified, extended, abrogated or surrendered as provided in the Articles of Association of the Company and the legislative provision then in force.

5. 1) The Company may, from time to time increase its share capital by the issue of new shares of such amount as it thinks expedient.
- 2) Subject to the provisions of the Act, the new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as may be decided by the members in General Meeting and in absence of any such decision by the members, the Directors shall decide the same.
- 3) Where it is proposed to increase the subscribed capital of the Company by allotment of further shares, then the Company shall, offer such further shares to the persons who, at the date of the offer, are holders of the shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid up on those shares at that date and such offer shall be made in accordance with the provisions of Section 62 of the Act.
- 4) Notwithstanding anything herein above contained, the further shares aforesaid may be offered to any persons, whether or not those persons include the persons who, at the date of the offer, are holders of the shares of the Company in any manner whatsoever, if the Special Resolution to that effect has been passed by the Company in General Meeting in the manner and as per the procedure as laid down in the Act and rules, if any, made in this behalf.
- 5) The Company may issue or redeem any preference shares in such manner and as per such procedure as provided in Section 55 of the Act and rules made thereunder in this behalf.

**New capital same as existing capital**

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

**Reduction of capital**

7. 1) The Company shall not have the power to buy its own shares unless the consequent reduction of capital is effected and sanctioned in pursuance of these Articles or in pursuance of the applicable provisions of the Act.
- 2) The company may purchase its own shares or other specified securities subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force.
- 3) Nothing in this article shall affect the right of the Company to redeem any Redeemable Preferences Shares under section 55 of the Act.
- 4) The Company may, subject to the provisions of the Act, from time to time by Special Resolution reduce its share capital or any Capital Redemption Reserve Account or Securities Premium Account in any way authorized by law and in particular may pay off any paid up share capital upon the footing that it may be called up again or otherwise and may if and so far as is necessary, alter its Memorandum by reducing the amount of its share capital and of its shares accordingly.
- 5) The Company shall not give, whether directly or indirectly and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with the purchase or subscription made or to be made, by any person of or for any shares in the company except in conformity with the provisions of Section 67 of the Act.

### **Power to modify rights**

8. If at any time the capital by reason of the issue of preference shares or otherwise is divided into different classes of shares, all or any of the rights and privileges attached to each class may, subject to the provisions of Section 106 and 107 of the Companies Act, 1956 and of the Act, to the extent applicable, be modified, abrogated or dealt with subject to:-
- 1) the consent in writing of the holders of not less than three-fourths of the issued shares of that class, or
  - 2) the sanction of a special resolution passed at a separate meeting of the holders of the issued shares of that class.

### **Sub-division, consolidation and cancellation of shares**

9. Save as and subject to the provisions of section 61 of the Act, the Company may in the General Meeting may alter the conditions of its Memorandum as follows:-
- 1) Increase its authorised share capital by such amount as it thinks expedient;
  - 2) Consolidate and divide all or any of its share capital into shares of larger amounts than its existing shares.
  - 3) Convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
  - 4) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;
  - 5) Cancel shares which, at the date of the passing of the resolution in that behalf, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled; and cancellation of such shares shall not be deemed to be a reduction of share capital.

### **Shares under the control of the Directors**

10. Subject to the provisions of the Act, 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 to such persons in such proportions and on such terms and conditions as they may deem fit.

### **Modification of rights**

11. Whenever the Capital, by reason of the issue of Preference Shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may, subject to the provisions of the Act, be modified, commuted, affected or abrogated, or dealt with by agreement between the company and any person purporting to contract on behalf of that class.

## **UNDERWRITING AND BROKERAGE**

12. (1) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.
- 2) The rate of commission paid or agreed to be paid shall not exceed, in case of shares, five percent of the price at which the shares are issued and in case of debentures, shall not exceed two and a half per cent of the price at which the debentures are issued.

## **CERTIFICATES**

### **Certificates of Shares**

13. The Certificates of title to shares shall be issued under the seal of the Company which shall be affixed in the presence of and signed by (i) two Directors or persons acting on behalf of the Directors under a duly registered power of attorney; and (ii) the Secretary or some other person appointed by the Board for the purpose.

Provided that at least one of the aforesaid two Directors shall be a person other than the Managing Director or whole time Director, if any of the Company; 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.

Provided also that notwithstanding anything contained in this Article, the certificates of title to shares may be issued and executed in accordance with such other provisions of the Act or the rules made thereunder, as may be in force for the time being and from time to time.

**Limitation of time for issue of Certificates**

14. The company shall, unless prohibited by any provision of law or any order of Court, Tribunal or other authority, deliver the certificates of all securities allotted, transferred or transmitted—
- (a) within a period of two months from the date of allotment, in the case of any allotment of any of its shares;
  - (b) within a period of one month from the date of receipt by the company of the instrument of transfer or transmission;
  - (c) within a period of six months from the date of allotment in the case of any allotment of debenture:

**To issue new certificate in place of one defaced, lost or destroyed**

15. 1) No certificate(s) of any share(s) or debenture(s) or any other securities shall be issued either in exchange for those which are sub-divided or consolidated or in replacement of those which are defaced, torn or old, decrepit, worn out, or rendered useless for any cause whatsoever, or where the pages on the reverse for recording transfers have been fully utilized, unless the certificates in lieu of which they are issued are surrendered to the Company, provided that the Company may charge such fee, if any, not exceeding Rs 50/- (Rupees Fifty) per certificate issued on splitting or consolidation of certificate or in replacement of certificates that are defaced, mutilated, torn or old, decrepit or worn out.

Provided that, subject to the provisions of the Act, the company may replace all the existing certificates by new certificates upon sub-division or consolidation of shares or merger or demerger or any reconstitution without requiring old certificates to be surrendered.

2) No duplicate certificate shall be issued in lieu of those that are lost or destroyed without the prior consent of the Board and without payment of Rs 50/- (Rupees Fifty) per certificates, and on such reasonable terms, if any, as to evidence on such loss or destruction and indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating evidence, as the Board thinks fit. The Directors may in their discretion waive payment of such fee in the case of any certificate or certificates.

Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, decrepit or worn out or where the pages on the reverse for recording transfers have been fully utilized.

3) When a duplicate share certificate has been issued in pursuance of Clause (1) 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” or “Duplicate issued in lieu of Share Certificate No. ....”, as the case may be, in accordance with the Act and rules made thereunder in this behalf. The word “Duplicate” shall be stamped or punched in bold letters across the face of the share certificate.

4) Subject to the provisions of the Act, all blank forms to be issued for share certificates shall be printed and the printing shall be done only on the authority of a resolution of the Board or any

committee thereof authorized in this behalf. The blank forms shall be consecutively machine numbered and the forms and the blocks, engravings, facsimiles and hues relating to the printing of such forms shall be kept in the custody of the Secretary or such other person as the Board may appoint for the purpose, and the Secretary or the other person aforesaid shall be responsible for rendering an account of these forms to the Board.

## **CALLS**

### **Board may make calls**

16. 1) The Board of Directors may from time to time by a resolution passed at a meeting of the Board and not by a circular resolution but subject to the conditions hereinafter mentioned, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.  
2) A call may be made payable by installments. Joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

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

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

### **Notice of call**

18. At least thirty days notice of every call shall be given specifying the time and place of payment; provided that before the time for payment of such call the Directors may by notice in writing to the members revoke the same.

### **Calls to date from resolution**

19. A call shall be deemed to have made at the time when the resolution of the Board authorizing such call was passed and may be made payable by the members whose names appear on the Register of Members on such date or at the discretion of the Board on such subsequent date as shall be fixed by the Board.

### **Amount payable at fixed time or by instalments as calls**

20. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent. per annum or at such lower rate, if any, as the Board may determine.  
Provided that the Directors may in their absolute discretion waive payment of such interest wholly or in part.

### **Calls in advance and interest thereon**

21. The Directors may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and upon all or any of the monies so advanced, may until the same would, but for such advance, become presently payable pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent. per annum, as may be agreed upon between the Board and the member paying the sum in advance.

## **FORFEITURE, SURRENDER AND LIEN**

### **If call or Instalment not paid notice must be given**

22. If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or

instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

**Terms of notice**

23. The Notice shall name a day not being less than thirty days from the date of the notice and a place or places on and at which the money is to be paid, and the notice shall also state that in the event of the non-payment of such money at the time and place appointed, the shares in respect of which the same is owing to be forfeited.

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

24. If the requirement of any such notice has not been complied with, then every or any share in respect of which the notice has been given, may, at any time thereafter before payment required by the notice has been made be forfeited by a resolution of the Directors to that effect.

**Notice of forfeiture to member and entry in Register**

25. When any share is to be forfeited, notice of the forfeiture shall be given to the holder of the share, and an entry of the forfeiture with the date thereof shall forthwith be made in the Register of Members but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid.

**Forfeited shares to be property of the Company and may be sold etc.**

26. Every share which shall be so declared forfeited shall thereupon be the property of the Company and may be sold, re-allotted or otherwise disposed off either to the original holder thereof, or to any other person, upon such terms and in such manner as Board may think fit and in accordance with the provisions of the Act.

**Power to annul forfeiture**

27. The Directors may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed off, annul the forfeiture thereof upon such conditions as they think fit.

**Members shall be liable to pay money owing at the time of forfeiture and interest**

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

**Certificate of forfeiture**

29. A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

**Title of purchaser and allottee of forfeited share**

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

**Directors may accept surrender of shares**

31. The Directors may at any time, subject to the provisions of the Act, accept the surrender of any share from or by any member desirous of surrendering on such terms as the Directors may think fit.

**Lien on shares**

32. 1) The company shall have a first and paramount lien—

(i) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and  
(ii) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company: Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

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

**As to enforcing lien by sale**

33. The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien: Provided that no sale shall be made—  
(i) unless a sum in respect of which the lien exists is presently payable; or  
(ii) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

**Application of proceeds of sale**

34. The net proceeds of the sale after payment of the costs of the 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 debts or liabilities 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.

**Issuance of Sweat Equity Shares**

35. Subject to the provisions of Section 54 of the Act and any regulations made in that behalf, the Company shall have the power to issue sweat equity shares of a class of shares already issued.

**JOINT-HOLDERS**

**Joint holders**

36. Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint tenants with benefits of survivorship subject to the following and other provisions contained in this Article:-
- 1) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such share.
  - 2) On the death of any of such joint-holders the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.
  - 3) Only the person whose name stands first in the Register of Members as one of the joint-holders of any share shall be entitled to delivery of the Certificate relating to such shares or to receive any other documents from the Company and any document served on or sent to such person shall be deemed service on all the joint-holders.

**Company not bound to recognize any interest in share other than that of registered holders**

37. Except as ordered by a court of competent jurisdiction or as by law required, the company shall not be bound to recognize any equitable, contingent, future or partial interest in any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share

other than as absolute right thereto, in accordance with these Articles, in the person from time to time registered as the holder thereof but the Board shall be at liberty at its sole discretion to register any share in the joint names of any two or more persons or the survivor of survivors of them.

## **TRANSFER AND TRANSMISSION OF SHARES**

### **Form of Transfer**

38. The Securities of the Company shall be transferred by an instrument in writing and in such form as may be prescribed under the relevant provisions of the Act or the rules made thereunder. The Directors may from time to time alter or vary the form of such transfer but so as to comply with the provisions of law in that behalf.

### **Transfer not to be registered except on production of instrument of transfer**

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

### **Directors may refuse to register transfer**

40. The Board may decline to recognize any instrument of transfer unless - (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;
- (a) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
  - (b) the instrument of transfer is in respect of only one class of shares.

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

41. If the Company refuses to register the transfer of any security or transmission of any right therein, the Company shall within thirty days from the date on which the instrument of transfer or transmission was lodged with the Company send notice of refusal to the transferee and transferor or to the person giving intimation of the transmission, as the case may be and there upon the provisions of Section 58 of the Act or any statutory modification of the said provisions for the time being in force shall apply.

### **Transfer by legal representative**

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

### **Closure of transfer books**

43. The Directors shall have power on giving not less than seven days previous notice by advertisement as required by section 91 of the Act and rules made thereunder to close the transfer books of the Company for such period or periods of time not exceeding in the whole 45 days in each year but not exceeding 30 days at any one time.

### **Board may require evidence of transmission**

44. Every transmission of any security shall be verified in such manner as the Directors may require, and the Company may refuse to register any such transmission until the same be so verified, or until or unless an indemnity be given to the Company with regard to such registration which the Board at their discretion shall consider sufficient; Provided nevertheless that there shall not be any obligation on the Company or the Board to accept any indemnity.

### **Power to nominate**

45. (A) Notwithstanding anything contained in these Articles, a holder or joint holders of shares or debentures or any other securities of the Company may nominate, in accordance with the provisions of Section 72 of the Act (including any amendment thereto or any re-enactment



thereof) and rules made thereunder in this behalf, any person to whom all the rights in the shares or debentures or any other securities of the Company shall vest in the event of death of such holder(s). Any nomination so made shall be dealt with by the Company in accordance with and in the manner prescribed under the provisions of Section 72 of the Act or rules made thereunder in this behalf or any other statutory modification or re-enactment thereof for the time being in force.

(B) A nominee, upon production of such evidence and as may be required by the Board and subject to hereinafter provided:

- (i) elect, either to be registered himself/herself as holder of the share or debenture or to make such transfer of the securities as the deceased shareholder or debenture holder, as the case may be, could have made;
- (ii) if the nominee elects to be registered as holder of the securities himself/herself as the case may be, he/she shall deliver or send to the Company a notice in writing signed by him/her stating that he/she so elects and such notice shall be accompanied with the death certificate of the deceased security holder, as the case may be; and
- (iii) a nominee, upon becoming entitled to any securities by reason of the death of the holder, shall be entitled to the same dividends and other advantages to which he/she would have been entitled to, if he/she were the registered holder of the securities except that he/she shall not, before being registered as a holder in respect of such securities, be entitled in respect of these securities to exercise any right conferred by membership in relation to meetings of the Company.

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

#### **Dematerialization of shares, debentures and other securities**

46. Notwithstanding anything contained herein, the Company shall be entitled, pursuant to the provisions of the Depositories Act, 1996 to dematerialize its shares, debentures and other securities for subscription in a dematerialized form in any media as permitted by law including any form of electronic media. The Company shall maintain a Register of Members with the details of Members holding shares both in material and dematerialized form. In the like manner the Company shall be entitled to rematerialize any dematerialized shares, debentures and other securities.

### **BORROWING POWERS**

#### **Power to borrow**

47. Subject to the provisions of the Act and these Articles and without prejudice to the other powers conferred by these Articles, the Directors shall have power from time to time at their discretion to accept monies from members of the Company either in advance of calls or otherwise and to raise or borrow or secure the payment of any sum or sums of money for the purpose of the Company from any person(s) including bank and financial institutions etc.;

#### **Conditions on which money may be borrowed**

48. Subject to the provisions of the Act and these Articles the Directors may by a resolution at a meeting of the Board (and not by circular resolution) raise and secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds, perpetual or redeemable debentures, convertible debentures,

debenture stock, or any mortgage or charge or other security on the undertaking or on the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

**Bonds, debentures, etc. to be subject to control of Board**

49. Any bond, debenture stock or other securities issued or to be issued by the Company shall be under the control of the Directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider for the benefit of the Company.

**Issue at discount etc. or with special privileges**

50. Subject to the provisions of the Act, any bonds, debentures, debenture stock or other securities may be issued at a discount, premium or otherwise and with any special privileges and conditions as to redemption, surrender, drawings, attending and voting at General Meetings, appointment of Directors and otherwise. Provided that debentures with the right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in General Meeting and in accordance with the provisions of the Act.

**MEETINGS OF MEMBERS**

**Annual general meeting**

51. 1). The Company shall, in addition to any other General Meetings, hold a Meeting (herein called as "Annual General Meeting") in each year within a period of six months from the date of closing of the financial year and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one Annual General Meeting of a company and that of the next;

Provided however that if the Registrar of Companies has, for any special reason, extended the time within which any Annual General Meeting shall be held, the Annual General Meeting may be held within the additional time fixed by the Registrar.

2.) Every Annual General Meeting shall be called for a time during business hours i.e. between 9 A.M. to 6 P.M. and on such day (not being a national holiday) as the Directors may from time to time determine and it shall be held either at the Registered Office of the Company or at some other place within the city, town or village in which the Registered Office of the Company is situated. The Company may by a resolution passed at one Annual General Meeting, fix the time for its subsequent Annual General Meeting. The notice calling the meeting shall specify it as the Annual General Meeting.

**Extraordinary general meeting**

52. The Board may whenever it thinks fit, call and Extraordinary General Meeting and shall do so if a valid requisition in writing by a member or members has been received in accordance with the provisions of the Act or rules made thereunder, if any.

**Requisition of members to state object of meeting**

53. Any valid requisition so made by members must state the object or objects of the meeting proposed to be called and must be signed by the requisitionists and deposited at the Office. Provided that such requisition may consist of several documents in like form, each signed by one or more requisitionists.

**PROCEEDINGS AT GENERAL MEETING**

**Quorum for general meeting**

54. Such number of persons personally present shall be the quorum for a General Meeting as may be required under section 103 of the Act. No business shall be transacted at any General Meeting unless the quorum requisite is present at the commencement of the business.

**If quorum not present, meeting to be dissolved or adjourned.**

55. If within half an hour from the time appointed for holding a meeting of the Company, a quorum is not present, the meeting, if called upon the requisition of members, shall stand dissolved and in any other case the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Board may determine.

**Adjourned meeting to transact business.**

56. If at any adjourned meeting also a quorum is not present within half an hour of the time appointed for holding the meeting the members present, whatever their number or the amount of the shares held by them shall be a quorum and shall have power to decide upon all the matters which could properly have been disposed off at the meeting from which the adjournment took place.

**Notice to be given where a meeting adjourned for 30 days or more.**

57. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid and as provided in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

**Inspection of minutes books of General Meetings.**

58. (1) The Book containing the minutes of the General Meetings of the Company shall be kept at the Office of the Company and be open during business hours to the inspection of any member without charge for two hours i.e. 11.00 AM to 1.00 AM on each business day. Any member shall be entitled to be furnished within the period prescribed by the Act after he has made a request in that behalf to the Company with a copy of the minutes referred to on payment of Rs10/- (Rupees Ten) for each page or part thereof required to be copied.

(2) If any member has made a request for provision of soft copy in respect of minutes of any previous general meeting held during a period immediately preceding three financial years shall be entitled to be furnished, with the same free of cost.

**Postal ballot**

59. Notwithstanding anything contained in these articles but subject to the provisions of Section 110 of the Act, the Company may get any resolution passed by means of postal ballot instead of transaction of the business in general meeting of the company.

**Chairman**

60. The Chairman, if any, of the Board of Directors shall be entitled to take the Chair at every General Meeting whether Annual or Extraordinary. If at any meeting he shall not be present within fifteen minutes of the time appointed for holding such meeting, or if he shall be unable or unwilling to take the Chair, he shall nominate a Director who shall act as the Chairman of the meeting, and if no such nomination is made then the directors present shall elect another Director as Chairman and if no such director be present or if all the directors decline to take the Chair, then the members present shall elect one of their number to be the Chairman.

**Procedure when chair is vacant**

61. No business shall be discussed at any General Meeting except the election of a Chairman, whilst the Chair is vacant.

**Chairman with consent may adjourn meeting**

62. The Chairman, with the consent of the Members may adjourn any meeting from time to time and from place to place within the city, town or village in which the Office of the Company is situated, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

**Chairman's casting vote**

63. In the event of an equality of votes, the chairman shall not have a second or casting vote.

**Poll to be taken**

64. 1) Before or on the declaration of the result of the voting on any resolution on show of hands, a poll may be ordered to be taken by the Chairman of the meeting on his own motion, and shall be ordered to be taken by him on a demand made in that behalf if a poll is demanded in accordance with the provisions of the Act, the same shall be taken at such time not later than forty-eight hours from the time when the demand was made. The demand for poll may be withdrawn at any time by the person or persons who made the demand.  
2) A poll demanded for adjournment of the meeting or appointment of Chairman of the meeting shall be taken forthwith.

**Scrutineers at poll**

65. Where a poll is to be taken, the Chairman of the meeting shall appoint such number of persons, as he deems necessary, to scrutinize the poll process and votes given on the poll and to report thereon to him in accordance with the provisions of the Act and rules made thereunder.

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

66. The demand for a poll, except on the question of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

**VOTES OF MEMBERS****Votes may be given by proxy or attorney**

67. Subject to the provisions of the Act, votes may be given either personally or by an attorney or by proxy or in the case of a body corporate also by a representative duly authorized under Section 113 of the Act.

**No voting by proxy on show of hands**

68. Members not personally present shall not be entitled to vote on a show of hands unless such member is a Corporation present by attorney or proxy or a company present by representative duly authorized under Section 113 of the Act in which case such attorney, proxy or representative may vote on a show of hands as if he was an individual member of the Company.

**No member entitled to vote unless calls are paid up**

69. Notwithstanding anything contained elsewhere in these Articles, no member shall exercise any voting right in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid, or in regard to which the company has exercised any right of lien.

**How members non composmentis, or minors may vote**

70. If any shareholder be a lunatic, idiot or non composmentis, the vote in respect of his share or shares shall be by his committee or other legal guardian and if any shareholder be a minor, the vote only in respect of his share or shares shall be by his guardian or any one of his guardians if more than one, to be selected in case of dispute by the Chairman of the meeting.

**Proxies**

71. 1) Any member entitled to attend and vote at a meeting of the company shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote on a poll instead of himself; but a proxy so appointed shall not have any right to speak at the meeting.

2) Every proxy shall be appointed by an instrument in writing signed by the member or his attorney duly authorized in writing or, if the appointer is a body corporate, be under its Seal or be signed by an officer or an attorney duly authorized by it.

**Deposit of instrument of appointment**

72. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy thereof shall be deposited at the office of the Company or such place or places (if any) as may be specified for that purpose in the notice convening the meeting not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

**Validity of votes given by proxy notwithstanding death etc. of member**

73. A vote given in accordance with the terms of an instrument or proxy or by an attorney shall be valid, notwithstanding the previous insanity or lunacy or death of the principal or revocation of the proxy or power of attorney, as the case may be, or of any power of attorney under which such proxy was signed, or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the insanity, lunacy, death, revocation or transfer shall have been received at the office before the meeting.

**Votes of joint members**

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

**Annual Returns**

75. (1) The Company shall make the requisite annual returns in accordance with Section 92 of the Act and rules made thereunder made in this behalf.  
(2) The register and indices maintained pursuant to section 88 and copies of returns prepared pursuant to section 92 shall be open for inspection during business hours from 11.00 AM to 1.00 PM or such other time as the board may decide, by any member, debenture holder, other security holder or beneficial owner without payment of fee and by any other person on payment of Rs 50/- (Rupees Fifty), or such other amount as may be decided by the Board, for each inspection}.
- (3) The register and indices maintained pursuant to section 88 and copies of the annual return filed under section 92 shall be furnished to any member, debenture-holder, other security holder or beneficial owner of the company or any other person on payment of Rs 10/- (Rupees Ten) for each page and such copy shall be supplied by the company within a period of seven days from the date of deposit of fee to the company.
- 4) Any person other than a member may inspect the registers and indices maintained pursuant to section 88 and copies of returns prepared pursuant to section 92 of the Act, which shall be kept for inspection for two hours i.e. 11 AM to 1 AM on each business day, on payment of Rs 50/- (Rupees Fifty) for each inspection.

**REGISTERS, BOOKS AND DOCUMENTS**

76. 1)The Company shall maintain Registers, Books and other Documents etc., to the extent they are required to be kept by the Company by virtue of the provisions of the Act, including the following:  
a) Register of Investments not held in Company's name according to Section 187 of the Act.

- b) Register of Mortgages, Debentures and Charges according to Section 85 of the Act.
- c) Register of Members etc. according to Section 88 of the Act.
- d) Register of contracts or arrangement in which Directors are interested according to Section 189 of the Act.
- e) Register of Directors and Key Managerial Personnel and their shareholding, according to Section 170 of the Act.
- f) Register of investments in shares and debentures of bodies corporate according to Section 186 of the Act.
- g) Books of Account in accordance with the provisions of Section 128 read with Section 2(13) of the Act.
- h) Copies of instruments creating any charges requiring registration according to Section 85 of the Act.
- i) Copies of Annual Returns prepared under Section 92 of the Act.
- j) Register of Renewal and Duplicate certificates according to Rule 6 of the Companies (Share Capital and Debentures) Rules, 2014.

2) Save as provided herein below, Registers, Books and Documents shall be maintained in conformity with the applicable provision of the Act and shall be kept open for inspection by such persons as may be entitled thereto respectively, under the Act, on such day and during such business hours as may, in that behalf be determined in accordance with the provision of the Act, or these Articles and extracts shall be supplied to the persons entitled thereto in accordance with the provisions of the Act or these Articles.

a) The register of charges and instrument of charges, kept under Section 85 shall be open for inspection during business hours by any member or creditor without any payment of fees and by any other person on payment of which shall be kept for inspection for two hours i.e. 11.00 AM to 1.00 AM on each business day, on payment of such fee as may be determined by the Board in this behalf.

b) The Register of Investments not held in Company's name according to Section 187 of the Act shall be open to inspection by any member or debenture-holder of the company without any charge for two hours i.e. 11.00 AM to 1.00 AM on each business day.

c) The Register of contracts or arrangement in which Directors are interested according to Section 189 of the Act shall be open for inspection for two hours i.e. 11.00 AM to 1.00 AM on each business day and extracts may be taken therefrom, and copies thereof as may be required by any member of the company shall be furnished by the company to on his request within 7 days from the date on which such request is made upon the payment of Rs 10/- (Rupees Ten) per page.

d) The register kept under section 170 shall be open for inspection during business hours and the members shall be entitled to take extracts therefrom and copies thereof free of cost within thirty days and shall also be kept open for inspection at every annual general meeting of the company.

e) The register kept under section 186 of the Act shall be open to inspection at registered office and extracts from the such register may be furnished to any member of the Company on the payment of Rs 10/- (Rupees Ten) for each page.

3) The Company may keep a Foreign Register of members in accordance with Sections 88 of the Act. Subject to the provisions of Section 88 of the Act, the Directors may from time to time make such provisions as they may think fit in respect of the keeping of such Branch Registers of Members and/or Debenture-holders.

## **DIRECTORS**

### **Number of Directors**

77. (1) Number of directors of the Company shall not be less than three and not more than fifteen directors.  
(2) Subject to the provisions of the Act, number of directors may be increased more than fifteen after passing a special resolution.

### **Appointment of Permanent non-retiring Directors by Evonik Degussa GmbH**

78. (i) so long as Evonik Degussa GmbH holds at least 33% of issued equity share capital of the Company, Evonik Degussa GmbH shall be entitled to appoint to the Board one-sixth of the total number of Director and to remove the Director so appointed and to appoint another or others in his or their place in the place of any such Director who resign or otherwise vacates his office. Such appointment or removal shall be effected in writing, or by telex or by tele fax addressed to the Board of Directors of the Company by one of the Evonik Degussa GmbH Directors or by the Chief Executive Officer or Secretary of Evonik Degussa GmbH and same shall take effect forthwith upon being received by the company. The Director or Directors so appointed shall be the permanent non-retiring Directors, and shall not be required to hold any qualification shares. Such Director or Directors are hereinafter called the "Evonik Degussa GmbH Director(s)".

(ii) The Right of appointment of permanent non-retiring Directors conferred on Evonik Degussa GmbH shall not be determined by reason of any change in the name or style of Evonik Degussa GmbH.

### **Appointment of Directors**

79. Subject to provisions of Section 163 of the Act, not less than two-third of the total number of Directors other than Evonik Degussa GmbH Director(s) shall be appointed once every three years according to the principle of proportional representation so that each member shall be entitled to as many votes as shall equal the number of shares carrying voting rights which are held by him multiplied by the number of Directors so appointed. Each member may cast all his votes for a single candidate or may distribute them amongst any two or more of the candidates as he may deem fit.

### **Appointment of alternate director**

80. Subject to the provisions of Section 161 and other applicable provisions, if any, of the Act, the Directors may appoint a person, not being a person holding any alternate directorship for any other director in the company, to act as an alternate director for a director during his absence for a period of not less than three months from India.

Provided that in case of a Director or Directors appointed by Evonik Degussa GmbH under Article 78, the Alternate Director so appointed for such original Director shall be a person recommended or approved by Evonik Degussa GmbH.

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

### **Director's power to add to the Board**

81. Subject to the provisions of Sections 161 and other applicable provisions, if any, of the Act, the Directors shall have power at any time, and from time to time, to appoint a person, other than a person who fails to get appointed as a director in a general meeting, as an Additional Director. The Additional Director shall hold office only upto the next following Annual General Meeting of the Company held next after the date of his appointment or the last date on which the annual general meeting should have been held, whichever is earlier but shall be eligible for re-appointment as Director by the Company at that meeting.

### **Directors' power to fill casual vacancies**

82. Subject to the provisions of Sections 161 and other applicable provisions, if any, of the Act, if the office of any director appointed by the company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may be filled by the Board of Directors at a meeting of the Board and that any person so appointed shall hold office only up to the date up to which the director in whose place he is appointed would have held office if it had not been vacated.

### **Nominee Directors**

83. (a) Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the company to the Industrial Development Bank of India (IDBI), IFCI Limited, the ICICI Bank Limited, Life Insurance Corporation of India (LIC), Unit Trust of India (UTI), or any other financial institution owned or controlled by the Central Government or a State Government or the Reserve Bank of India or by two more of them or by the Central Government or any State Government by themselves or (each of the above is hereinafter in the Articles referred to as "the Corporation") out of any loans/debenture assistance granted by such Corporation to the company, or so long as such Corporation 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 by such corporation on behalf of the company remains outstanding such 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 "the Nominee Director(s)") on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place.
- (b) The Board or Directors of the company shall have no power to remove from office the Nominee Director(s). At the option of such Corporation such Nominee Director(s) shall not be required to hold any share qualification in the company. Also at the option of such 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 such Corporation or so long as such Corporation holds or continues to hold debentures/shares in the company as a 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 ipso facto vacate such office immediately the moneys owing by the company to such Corporation are paid off or on such Corporation ceasing to hold Debentures/shares in the company or on the satisfaction of the liability of the company arising out of the Guarantee furnished by such Corporation.
- (d) The Nominee Director(s) appointed under this Article shall be entitled to receive all notices of and attend all General Meeting, Board Meetings and Meetings of the Committee of which the Nominee Director(s) is/are member(s) as also the minute of such meetings. The Corporation shall also be entitled to receive all such notices and minutes.
- (e) The Company shall pay to 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 such Corporation and the same shall accordingly be paid by the company directly to such Corporation. Any expenses that may be incurred by such corporation or such Nominee Director(s) in connection with their appointment or Directorship shall also be paid or reimbursed by the company to such Corporation or, as the case may be, to such Nominee Director(s). PROVIDED that if any such Nominee Director(s) is/are an officer/officers of such Corporation the sitting fees, in relation to such Nominee Director(s) shall also accrue to such Corporation and the same shall accordingly be paid by the Company directly to such Corporation. PROVIDED also that in the event of the Nominee Director(s) being appointed as whole time Director(s) such Nominee



Director(s) shall exercise such powers and duties as may be approved by such Corporation and have such rights as are usually exercised or available to a whole time Director in the management of the affairs of the company. Such whole time Directors shall be entitled to receive such remuneration, fees, commission and monies as may be approved by such Corporation.

(f) Debenture/debenture stock, loan/loan stock or other securities, conferring the right to allotment or conversion into shares or the option of right to call for allotment of shares shall not be issued except with the sanction of the company in General Meeting.

#### **Remuneration of Directors**

84. 1) Subject to the provisions of Section 188, 196, 197 and 203 read with Schedule V to the Act and other applicable provisions of the Act, the Directors shall be paid remuneration, whether in the form of monthly payment or by a percentage of profit or otherwise, as the Company in General meeting may, from time to time, determine and such remuneration shall be divided among the Directors in such proportion and in such manner as the Board may, from time to time, determine.

2) The fees payable to a Director for attending a meeting of the Board or a Committee thereof or for any other purpose shall be such amount as may be decided by the board of directors of Company which shall not exceed the higher amount as may be prescribed under the Act or rules made thereunder.

#### **Travelling expenses incurred by the Director not a bonafide resident or by director going out on Company's business**

85. The Board may allow and pay to any Director who is not a bonafide resident of the place where the meeting of the Board and ordinarily held and who shall come to such place for the purpose of attending any meeting, such amount as the board may consider fair compensation for travelling, boarding, lodging and other expenses, in addition to his fee for attending such meeting as specified above, and if any Director be called upon to go or reside out of the ordinary place of his residence on the Company's business, he shall be entitled to be paid and reimbursed any travelling or other expenses incurred in connection with the business of the Company.

#### **Directors may act notwithstanding any vacancy**

86. The continuing Directors may act notwithstanding any vacancy in their body, but if their number is reduced below the minimum number fixed by Article 109 hereof, the continuing directors not being less than two may act only for the purpose of increasing the number of Directors to that number, or summoning a General Meeting, but for no other purpose.

#### **Disclosure of interest of Directors**

87. (1) Every Director of the Company, who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement, or proposed contract or arrangement, entered into or to be entered into, by or on behalf of the Company, shall disclose the nature of his concern on interest at a meeting of the Board of Directors in the manner set out in Section 184 of the Act.

(2) Nothing in sub-clause (1) of this Article shall apply to any contract or arrangement entered into or to be entered into between the Company and any other Company, where any of the Directors of the Company or two or more of the Directors together holds or hold not more than two percent of the paid-up share capital in the other company.

#### **Interested directors not to participate or vote in Board's proceedings**

88. Subject to the provisions of the Act, no Director shall, as a Director, take any part in the discussion of, or vote on any contract or arrangement entered into, or to be entered into, by or on behalf of the Company, if he is in any way, whether directly or indirectly concerned or interest in

such contract or arrangement; nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote and if he does vote, his vote shall be void.

**Directors not to hold office or place of profit**

89. No Director or other persons mentioned in section 188 of the Act shall hold any office or place of profit except in accordance with the provision of that Section which shall be fully complied with in all respects.

**Directors may be Directors of companies promoted by the company**

90. Save as and subject to the provisions of the Act, a Director may be or become a Director of any company promoted by the company, or in which it may be interested as a vendor, shareholder, or otherwise and no such Director shall be accountable for any benefit received as Director or shareholder of such company.

**Company may increase the number of Directors**

91. The company may, in accordance with the provisions of the Act, from time to time, increase the number of Directors, but so as to comply at all times with the requirements of Article 77.

## **MANAGING DIRECTOR**

**Board may appoint Managing Director**

92. (1) Subject to the provisions of the Act and these Articles, the Board may appoint from time to time any Director as Managing Director of the Company for a fixed term not exceeding five years at a time and upon such terms and conditions as the Board think fit, and subject to the provisions of Article 93 the Board may by resolution vest in such Managing Director such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods, and upon such conditions and subject to such restrictions as it may determine. The remuneration of a Managing Director may be by way of monthly payment, fee for each meeting or participation in profits, or by any or all these modes, or any other mode not expressly prohibited by the Act.
- (2) Subject to the provisions of the Act and provisions of the Articles, an individual may be appointed or reappointed as the chairperson of the company as well as the managing director or Chief Executive Officer of the company at the same time.

**Restriction on Powers of Managing Director**

93. The Managing Director shall not exercise the power to:
- (a) make calls on shareholders in respect of money unpaid on the shares in the company;
  - (b) issue debentures;
- and except to the extent mentioned in the resolution passed at the Board Meeting under Section 179 of the Act, shall also not exercise the power to
- (c) borrow moneys, otherwise than on debentures;
  - (d) invest the funds of the Company; and
  - (e) make loans

## **PROCEEDING OF THE BOARD OF DIRECTORS**

**Meetings of Directors**

94. (1) The company shall hold minimum number of four meetings of its Board of Directors every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board.
- (2) The directors in a meeting of the Board may, subject to the provisions of the Act and rules made thereunder in this behalf, participate either in person or through video conferencing or other audio visual means.

### **Notice of Directors' meeting**

95. (1) A meeting of the Board shall be called by giving not less than twenty one days' notice in writing to every director at his address registered with the company and such notice shall be sent by hand delivery or by post or by electronic means:  
(2) A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one independent director, if any, shall be present at the meeting,  
(3) In case of absence of independent directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one independent director, if any.

### **Quorum at Board Meeting**

96. Subject to Section 174 of the Act, the quorum for a meeting of the Board shall be one-third of its total strength excluding Director, if any, whose places may be vacant at the time, any fraction contained in that one third being rounded off as one, or two Directors, whichever is higher.  
PROVIDED that where at any time the number of interested Directors exceeds or is equal to two thirds of the total strength, the number of remaining Directors, that is to say, the number of Directors who are not interested, present at the meeting being not less than two, shall be the quorum during such time.

### **Adjournment of meeting for want of quorum**

97. Where a meeting of the Board could not be held for want of quorum, then, unless the articles of the company otherwise provide, the meeting shall automatically stand adjourned to the same day at the same time and place in the next week or if that day is a national holiday, till the next succeeding day, which is not a national holiday, at the same time and place. or to such other date, time and places as may be decided by the Director present.

### **Board meeting how convened**

98. A Director may at any time, and the Secretary, upon the request of a Director, shall, convene a meeting of the Board by giving a notice in writing to every Director as provided in Article 95 .

### **Chairman**

99. The Board of Directors shall appoint a Chairman. The Chairman shall preside at all the meetings. If at any time the Chairman is not present at the time appointed for holding the meeting, the Director present shall choose one of their number to be the Chairman of that meeting.

### **Question at Board Meeting how to be decided**

100. Question arising at meetings of the Board of Directors or a Committee thereof shall be decided by a majority of votes.  
Provided that in the event of equality of votes the chairman shall not have an additional or casting vote.

### **Powers of Board Meeting**

101. Subject to the provisions of 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, which by or under the Act or articles of the Company are for time being vested in or are exercisable by the Board generally.

### **Directors may appoint committees**

102. Subject to the restrictions contained in Section 179 of the Act, the Board may delegate any of their power to Committees of the Board consisting of two or more members of its body as it thinks fit.

Provided that at least one of the members of such committee shall be Evonik Degussa GmbH Director appointed pursuant to Article 78 or his alternates; and it may, from time to time, revoke and discharge such committee of the Board either wholly or in part either as to person or

purposes, but every committee of the Board so formed shall in exercise of the powers so delegated conform to any regulations that may, from time to time, be imposed on it by the Board. All acts done by any such Committee of the Board in conformity with such regulations and in fulfillment of the purpose of its appointment but not otherwise, shall have like force and effect as if done by the Board.

#### **Meetings of Committee how to be governed**

103. The meetings and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulation made by the Directors under the last preceding Article.

#### **Resolution by circulation**

104. 1) No resolution shall be deemed to have been duly passed by the Board or by a committee thereof by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the directors, or members of the committee, as the case may be, at their addresses registered with the company in India by hand delivery or by post or by courier, or through such electronic means as may be prescribed and has been approved by a majority of the directors or members, who are entitled to vote on the resolution.
- 2) Where not less than one-third of the total number of directors of the company for the time being require that any resolution under circulation must be decided at a meeting, the chairperson shall put the resolution to be decided at a meeting of the Board.
- 3) A resolution under Sub- Article (1) shall be noted at a subsequent meeting of the Board or the committee thereof, as the case may be, and made part of the minutes of such meeting.

#### **Act of Board or committee valid notwithstanding defect in appointment**

105. All acts done by any meeting of the Board, or by a Committee of the Board, or by any person acting as Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or person acting as aforesaid or that they, or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provision contained in the Act or these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director and had not vacated his office or his appointment had not been terminated; PROVIDED that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have determined.

#### **Powers of Directors**

106. The Board may exercise all such powers of the Company and do all such acts and things as are not, by the act, or any other Act, or by the Memorandum or Articles of the Company required to be exercised by the Company in General Meeting, subject nevertheless to these Articles, to the provisions of the Act, or any other act and to such regulations or provisions, as may be prescribed by the company in General Meeting but no regulation made by the company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

Provided that the Board shall not, except with the consent of the members in General Meeting by way of Special Resolution:

- a) sell, lease or otherwise dispose off the whole, or substantially the whole, of the undertaking of the Company, or where the Company owns more than one undertaking, of the whole, or substantially, the whole of any such undertaking.

For the purposes of this Article, the expression(s) “undertaking” and “substantially the whole of the undertaking” shall have the same meaning as defined under section 180 of the Act.

b) remit, or give time for the repayment of, any debt due by a Director.

c) to invest otherwise in trust securities the amount of compensation received by it as a result of any merger or amalgamation;

d) to borrow money, where the money to be borrowed, together with the money already borrowed by the company will exceed aggregate of its paid-up share capital and free reserves, apart from temporary loans obtained from the company’s bankers in the ordinary course of business:

(2) The Board of Directors of a company may contribute to bona fide charitable and other funds, however prior permission of the company in general meeting shall be required for such contribution in case any amount the aggregate of which, in any financial year, exceed five per cent. of its average net profits for the three immediately preceding financial years.

### **Certain powers of the Board**

107. Without prejudice to the general powers conferred by the last preceding Article and so as not in any way to limit or restrict those powers, and without prejudice to the other power conferred by these Articles, but subject to the restrictions contained in the last preceding Article, it is hereby declared that the Directors shall have the following powers, that is to say, power:-

- (1) To pay out of and charge to the capital account of the Company any commission or interest lawfully payable there out or chargeable thereto under the provisions of Sections 40 the Act.
- (2) Subject to Sections 179 and 188 of the Act, to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit; and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to reasonably satisfactory;
- (3) At their discretion and subject to the provisions of the Act, to pay for any property, rights or privileges acquired by, or services rendered to, the Company, either wholly or partially, in cash or in shares, bonds, debentures, mortgages, or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid-up thereon as may be agreed upon; and any such bonds, debentures, mortgages or other securities may be either specifically charged upon all or any part of the property of the company and its uncalled capital or not so charged.
- (4) To secure the fulfillments of any contract or engagement entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit;
- (5) To accept from any Member, as far as may be permissible by law, a surrender of his shares or any part thereof, on such terms and conditions as shall be agreed;
- (6) To appoint any person to accept and hold in trust for the Company any property belonging to the Company, in which it is interested, or for any other purposes; and

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

- (7) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claim or demand by or against the Company and to refer any differences to arbitration, and observe and perform any awards made thereon;
- (8) To act on behalf of the Company in all matters relating to bankrupts and insolvents;
- (9) To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.
- (10) Subject to the provisions of Sections 179, 185, 186 of the Act, to invest and deal with any money of the Company not immediately required for the purpose thereof upon such security (not being shares of this Company), or without security and in such manner as they think fit, and from time to time vary or realize such investments. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name;
- (11) To execute, in the name and on behalf of the Company, in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or surety, or the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and may such mortgage may contain a power of sale and such other power, provisions, covenants and agreements as shall be agreed upon;
- (12) To determine from time to time who shall be entitled to sign on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for such purpose;
- (13) To distribute by way of bonus amongst the staff of the Company a share or shares in the profits of the Company, and to give to any officer or other person employed by the Company a commission on the profits of any particular business or transactions, and to charge such bonus or commission as part of the working expenses of the Company;
- (14) To provide for the welfare of the Directors or employees or ex-employees of the Company and their wives, widows and families or the dependents or connection of such persons by building or contributing to the building of houses, dwelling or chawls, or by grant of money, pension, gratuities, allowances, bonus or other payments, or by creating, and from time to time subscribing or contributing to provident and other funds, associations, institutions or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit; and to subscribe or contribute or otherwise to assist or to guarantee money to charitable benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company, either by reason of locality or operation or of public and general utility or otherwise.

- (15) Before recommending any dividend, to set aside out of the profits of the company such sums as they may think proper for depreciation or to a depreciation fund, or to an insurance fund, or as a Reserve Fund or Sinking Fund or any Special Fund to meet contingencies or to repay debenture or debenture-stock, or for special dividends or for equalizing dividends or for repairing, improving, extending and maintaining any of the property of the company and for such other purpose (including the purpose referred to in the preceding clause), as the Board may, in their absolute discretion, think conducive to the interest of the Company, and subject to Section 179 of the Act, to invest the several sums so at aside or so much thereof as required to be invested, upon such investments (other than shares of the company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part there of for the benefit of the Company, in such a manner and for such purpose as the Board in their absolute discretion, think conducive to interest of the Company, notwithstanding that the matters to which the Board apply or upon which they expend the same, or any part thereof, may be matters to or upon which the capital moneys of the company might rightly be applied or expended and to divide the Reserve fund into such special funds as the Board may think fit, with full power to transfer the whole or any portion of a Reserve fund or division of a Reserve Fund to another Reserve Fund or division of Reserve Fund and with full power to employ the assets constituting all or any of the above funds, including the Depreciation Fund, in the business of the company or in the purchase or repayment of Debentures or debenture-stock, and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with the power, however, to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as Board may think proper.
- (16) To appoint, and at their discretion remove or suspend such general managers, managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and fix their salaries or emoluments or remunerations, and to require security in such instances and to such amounts as they may think fit. And also from time to time provide for the management and transaction of the affairs of the company in any specified locality in India or elsewhere in such manner as they think fit; and the provisions contained in the three next following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause;
- (17) From time to time and at any time to establish any local Board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any person to be members of such local Boards, and to fix their remuneration.
- (18) Subject to the provisions of the Act, from time to time and at any time to delegate to any such local board, or any member thereof or any managers or agents so appointed any of the powers, authorities and discretions for the time being vested in the Board, and to authorize the member for the time being of any such local board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegations under the preceding and this sub-clause may be made on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed, and may annual or vary any such delegation;

- (19) At any time and from time to time by Power of Attorney under the Seal of the Company, to appoint any person or persons to be Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also, except in their limits authorized by the Board the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit; and any such appointment may (if the Board thinks fit) be made in favour of the members or any of the members of any Local Board, established as aforesaid or in favour of any company, or the shareholders, directors, nominees, or managers of any company or firm or otherwise in favour of any fluctuating body or persons whether nominated directly or indirectly by the Board and such power of Attorney may contain such powers for the protection of convenience of persons dealing with such attorneys as the Board may think fit, and may contain powers, enabling any such delegates or attorneys as aforesaid to sub delegate all or any of the powers, authorities and discretions for the time being vested in them.
- (20) Subject to Sections 188 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the company, to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the company as they may consider expedient;
- (21) From time to time to make, vary and repeal bye-laws for the regulation of the business of the company, its officers and servants;
- (22) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and regulation of the company and to issue of further capital;
- (23) To insure and keep insured against loss to damage by fire or otherwise for such period and to such extent as they may think proper, all or any part of the buildings, plant, machinery, vessels, vehicles, goods, stores, produce and all other moveable and immovable property of the company; either separately or conjointly, and to assign, surrender or discontinue any policies of insurance effected in pursuance of this power.
- (24) To open accounts with any bank or bankers or with any company, firm or individual and to pay money into and draw money from or otherwise operate any such account from time to time as they may think fit;
- (25) To invite or accept deposits either from the public or from members of the public, or from shareholders or any other persons;
- (26) To attach to any shares to be issued as the consideration or part consideration for any contract with or property acquired by the company or in payment for services rendered to the company, such conditions as to the transfer thereof as they think fit;
- (27) Generally, from time to time and at any time, to delegate (with or without powers of sub delegation) all or any of the powers, authorities, discretions for the time being vested in the Directors to any employee of the company or to any other person, firm or body corporate or otherwise to any fluctuating body of persons.



### **Compliance with the Listing Agreement**

108. The report of the Board of Directors shall include the requisite cash flow statement and the other information and particulars specified in the Listing Agreement entered into by company with any Stock Exchange(s).

### **THE SECRETARY**

#### **Secretary**

109. The Directors may from time to time appoint, and at their discretion remove, any individual to perform any functions which by the Act are to be performed by the Secretary, and to perform and execute such other duties which may from time to time be assigned to the Secretary by the Directors. The Directors may also at any time appoint some person (who need not be the Secretary) to keep the registers required to be kept by the company.

### **THE SEAL**

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

110. (a) The board shall provide a Common Seal for the purpose of the Company, and shall have power, from time to time, to destroy the same and substitute a new Seal in lieu, thereof, and the Board shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by the authority of the Board or a Committee of the Board previously given.
- (b) The company shall also be at liberty to have an official Seal in accordance with Section 50 of the Act, for use in any territory, district or place outside India.

#### **Deeds how executed**

111. Every deed or other instrument, to which the Seal of the Company is required to be affixed, shall unless the same is executed by a duly constituted attorney, be signed by two Directors or one Director and Secretary or some other persons appointed by the Board for the purpose.

Provided that in respect of the Share Certificate, the Seal shall be affixed in accordance with Article 13.

### **DIVIDENDS**

#### **Division of profits and dividends in proportion to amount paid-up**

112. (a) The net profits of the Company, after providing for Income Tax, losses of previous years and statutory reserves shall, subject to any special rights relating thereto created or authorized to be created by these Article and subject to the provisions of these Articles, be, divisible among the members in proportion to the amount of the capital paid-up or credited as paid-up on the shares held by them respectively.
- (b) All dividends shall be apportioned and paid proportionate to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly.

#### **The Company in general meeting may declare dividends**

113. The Company in General Meeting may declare dividends to be paid to Members according to their respective rights, but no dividends shall exceed the amount recommended by the Board, but the Company in General Meeting may declare a smaller dividend.

#### **Dividend to be paid only out of profits**

114. (a) No dividend shall be declared or paid by the Company for any financial year except out of its profits arrived at in the manner set out in Section 123 of the Act.

(b)Where, owing to inadequacy or absence of profits in any year, the Company proposes to declare dividend out of the accumulated profits earned by it in the previous years and transferred to reserves, such declaration of dividend shall not be made except in accordance with such rules, as may be made in that behalf by the Government.

**Interim dividend**

115. The Board may from time to time, pay to the members such interim dividend as in their judgement the position of the Company justifies.

**Capital paid up in advance at interest not to earn dividend**

116. Where capital is paid in advance of calls such capital may carry interest but shall not in respect thereof confer a right to dividend or participate in profits.

**Retention of dividends**

117. The Board may retain the dividend payable upon shares in respect of which any person is entitled to become a member or in respect of which any person is entitled to transfer, under these Articles, until such person shall become a member, in respect of such shares or shall duly transfer the same.

**Dividend etc. to joint-holders**

118. Any one of several persons who are registered as the joint-holders of any share may give effectual receipts for all dividends or bonus and payments on account of dividends or bonus or other moneys in respect of such shares.

**No member to receive dividend whilst indebted to the Company and Company's right of reimbursement there out**

119. No member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any money may be due or owing from him to the company in respect of such share or shares or otherwise howsoever, either alone or jointly with any other person or persons; and the Board may deduct from the interest or dividend payable to any such member, all sums of money so due from him to the Company.

**Transfer of Shares must be registered**

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

**Dividends how remitted**

121. Unless otherwise directed, any dividend may be paid by cheque or warrant or by a pay slip or receipt having the force of a cheque or warrant sent through the post to the registered address of the member, or person entitled in case of joint-holding. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The company shall not be liable or responsible for any cheque or warrant or pay slip or receipt lost in transit, or for any dividend lost to the Member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any pay slip or receipt or the fraudulent recovery of the dividend by any other means.

**No interest on dividends**

122. No unpaid dividends shall bear interest as against the Company.

**Dividend and call together**

123. Any General Meeting declaring a dividend may, on the recommendation of the Directors, make a call on the Members of such amount as the meeting fixes, but so that the call on each Member shall not exceed the dividend payable to him and so that the call be made payable at the same

time as the dividend and the dividend may, if so arranged between the Company and the member, but set off against the calls.

#### **Unclaimed dividend**

124. No unclaimed dividend shall be forfeited and all unclaimed dividends shall be dealt with in accordance with the provisions of Section 205A of the Companies Act, 1956 and other applicable provisions of the Act.

### **CAPITALISATION**

#### **Capitalisation**

125. (1) The company in general meeting may, upon the recommendation of the Board, resolve -
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
  - (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards:
- (a) paying up any amounts for the time being unpaid on any shares held by such members respectively;
  - (b) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
  - (c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b);
  - (d) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
  - (e) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

### **DOCUMENTS AND NOTICES**

#### **Manner of service of documents or notices on members by Company**

126. Save as provided in this Act or the rules made thereunder for filing of documents with the Registrar in electronic mode, a document may be served on Registrar or any member by sending it to him by post or by registered post or by speed post or by courier or by delivering at his office or address, or by such electronic or other mode as may be prescribed under the Act or rules made thereunder.
- A member may request for delivery of any document through a particular mode, for which he shall pay such fees as may be determined by the company in its annual general meeting.

#### **On joint holders**

127. A document or notice may be served or given by the Company on or to the joint-holders of a share by serving or giving the document or notice on or to the joint-holders named first in the Register of Members in respect of the shares.

#### **On personal representatives etc.**

128. A document or notice may be served or given by the Company on or to the persons entitled to a share on consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name or by the title of representative of the deceased, or assignee of the insolvent or by any like description, at the address (if any) in India supplied for

the purpose by the persons claiming to be entitled, or until such and address has been supplied by serving the document or notice in any manner in which the same might have been given if the death or an insolvency had not occurred.

**To whom documents or notices must be served or given**

129. Documents or notices of every General Meeting shall be served or given in the same manner hereinbefore, authorized on or to (a) every Member, (b) every person entitled to a share in consequence of the death or insolvency of a member, (c) the Auditor or Auditors for the time being of the Company, (d) every director of the company and (e) Secretarial Auditor of the Company.

**Document requiring authentication**

130. Save as otherwise expressly provided in the Act or these Articles, documents or proceedings requiring authentication by the Company may be signed by a Director or an authorized officer of the Company and need not be under its Seal.

**Member bound by documents or notices served on or given to previous holders**

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

**Document or notice by Company and signature thereon**

132. Any document or notice to be served or given by the Company may be signed by a Director or some person duly authorized by the Board of Directors for such purpose and the signature thereto may be written, printed or lithographed.

**Service of document or notice by member**

133. A document may be served on a company or an officer thereof by sending it to the company or the officer at the registered office of the company by registered post or by speed post or by courier service or by leaving it at its registered office or by means of such electronic or other mode as may be prescribed under the Act or rules made thereunder.

## **RECONSTRUCTION**

**Reconstruction**

134. On any sale of the undertaking of the Company, the Board or the liquidators on a winding up may, if authorized by a Special Resolution, accept fully paid or partly paid-up shares, debentures or securities of any other Company whether incorporated in India or not either then existing or to be formed for the purchase of whole or in part of the property of the Company, and the Board (if the profits of the Company permit) or the liquidators (in a winding-up) may distribute such shares or securities, or any other property of the Company amongst the members without realization or vest the same in trustees for them, and any Special Resolution may provide for the distribution or appropriation of the cash shares or other securities, benefit, or property, otherwise than in accordance with the strict legal rights of the members or contributories of the Company and for the valuation of any such securities or property at such price and in such manner as the meeting may approve and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorized, and waive all rights in relation thereto save only in the case the Company is proposed to be or is the course of being wound up such statutory rights (if any) pursuant to Section 494 of the Companies Act, 1956 and/ or Section 319 of the Act as are incapable of being varied or excluded by these Articles.

## **WINDING UP**

### **Liquidator may divide assets in specie**

135. Subject to the provisions of the Act, the Liquidator on any winding-up (whether voluntary, under supervision or compulsory) may, with the sanction of a Special Resolution, but subject to the rights attached to any preference share capital, divide among the contributories in specie any part of the assets of the Company and may with like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidators, with the like sanction, shall think fit.

## **INDEMNITY AND RESPONSIBILITY**

### **Indemnity**

136. Every Director, officer or Agent for the time being of the company shall be indemnified out of the assets of the company against all liability incurred by him in defending any proceedings arising out of his position as an officer or Agent of the company, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under Section 463 of the Act in which relief is granted to him by the Court.

## **SECRECY CLAUSE**

### **Secrecy Clause**

137. (a) Every Director, Manager, Auditor, Treasurer, Trustee, member of a Committee, officer, servant, agent, accountant or other person employed in the business of the company shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the company with the customers and the state of the accounts with individuals and matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the directors or by law or by the person to which such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.
- (b) No member shall be entitled to visit or inspect any works of the company without the permission of the Directors or require discovery of or any information respecting any details of the company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process or any other matter which may relate to the conduct of the business of the company and which in the opinion of the Directors, it would be inexpedient in the interest of the company to disclose.
138. Notwithstanding anything contained to the contrary, contained in these Articles, wherever any provision of the Act provides that the Company shall be able to do an act or exercise any power only if a provision to that effect has been made in the Articles shall be presumed that the Articles have made provisions to such effect.

S. No.	Name, Addresses, Description and occupation of the Subscribers	Signature of subscribers	Signature, Name, Addresses & Description of the witness
1.	Shyam Sunder Bhartia S/o. Sh. Mohan Lall Bhartia 17, Friends Colony (West) New Delhi-110 065 (Business)	Sd/	<p>I witness the signatures of all the subscribers who have signed in my presence at</p> <p>New Delhi</p> <p>Sd/-</p> <p>Sameer Manchanda Chartered Accountant S/o. Sh. S.D. Manchanda R/o. 2/1, M.S. Flats, Shahjahan Road, New Delhi-110011</p>
2.	Hari Shankar Bhartia S/o. Sh. Mohan Lall Bhartia 17, Friends Colony (West) New Delhi-110 065 (Business)	Sd/	
3.	Uma Shankar Bhartia S/o. Sh. Mohan Lall Bhartia 17, Friends Colony (West) New Delhi-110 065 (Business)	Sd/	
4.	Jeewan Prakash Gupta S/o. Late Sh. Bir Bhan Gupta A-1/2, Panchsheel Enclave New Delhi-110 017 (Service)	Sd/	
5.	Satya Narayan Somani S/o. Late Sh. Hari Ram Somani G-81, A Kalkaji New Delhi-110 019 (Service)	Sd/	
6.	Rajeev Goel S/o. Sh. Prem Prakash Goel E-16, GK Enclave-I New Delhi (Service)	Sd/	
7.	Sakleshpur Gundappa Prasad S/o. Sh. Sakleshpur Gundappa C-3/447, B, Janakpuri New Delhi-110 058 (Service)	Sd/	

Place : New Delhi  
Dated: 11-10-1988