

D. B. Corp Limited

NOTICE

NOTICE is hereby given that the Sixteenth Annual General Meeting of the Members of D. B. Corp Limited will be held on Wednesday, 5th September, 2012 at 4.00 p.m. at Plot No. 280, Sarkhej - Gandhinagar Highway, Near YMCA Club, Makarba, Ahmedabad - 380 051, Gujarat to transact the following business:

ORDINARY BUSINESS:

1. To receive, consider, approve and adopt the Audited Balance Sheet as at 31st March, 2012 and the Profit and Loss Account for the year ended on that date together with the Reports of the Board of Directors and the Auditors thereon.
2. To declare Final Dividend for the financial year ended on 31st March, 2012.
3. To appoint a Director in place of Mr. Ramesh Chandra Agarwal, who retires by rotation and being eligible offers himself for re-appointment.
4. To appoint a Director in place of Mr. Girish Agarwal, who retires by rotation and being eligible, offers himself for re-appointment.
5. To appoint a Director in place of Mr. Pawan Agarwal, who retires by rotation and being eligible, offers himself for re-appointment.
6. To appoint Auditors and to fix their remuneration and in this regard to consider and if thought fit, to pass, with or without modification(s), the following resolution as an **Ordinary Resolution**:

"RESOLVED THAT M/s. S. R. Batliboi & Associates, Chartered Accountants, Mumbai and M/s. Gupta Navin K. & Co., Chartered Accountants, Gwalior, be and are hereby re-appointed as the Joint Statutory Auditors of the Company to hold office from the conclusion of this Annual General Meeting until the conclusion of the next Annual General Meeting and the Board of Directors be and is hereby authorised to fix their remuneration.

SPECIAL BUSINESS:

7. To consider and if thought fit, to pass, with or without modification(s), the following resolution as an **Ordinary Resolution**:

"RESOLVED THAT Mr. Niten Malhan, who was appointed as an Additional Director pursuant to Section 260 of the Companies Act, 1956 and Articles of Association of the Company to hold office up to the date of this Annual General Meeting, and being eligible, offers himself for re-appointment and in respect of whom the Company has received a notice in writing from a member of the Company pursuant to the provisions of Section 257 of the Companies Act, 1956 proposing his candidature as a Director of the Company, be and is hereby appointed as a Director liable to retire by rotation."

8. To consider and if thought fit, to pass with or without modification(s), the following resolution as a **Special Resolution**:

"RESOLVED THAT pursuant to the provisions of Section 31 and all other applicable provisions, if any, of the Companies Act, 1956 ("the Act"), the Articles of Association of the Company be and is hereby altered by way of substitution of the existing set of Articles of Association with a new set of Articles of Association, a draft of which is circulated alongwith this notice.

RESOLVED FURTHER THAT the Board of Directors of the Company be and is hereby authorised to take all such steps and to file all requisite returns and documents with the prescribed authorities within the prescribed period and to do all such acts, deeds, matters and things as may be necessary, proper or expedient for the purpose of giving effect to this resolution."

By order of the Board of Directors

For D. B. Corp Limited

Place: Mumbai
Date: July 19, 2012

Registered Office:
Plot No. 280, Sarkhej Gandhinagar Highway,
Makarba, Ahmedabad (Gujarat) - 380 051

Anita Gokhale
Company Secretary

NOTES:

- 1) **A MEMBER ENTITLED TO ATTEND AND VOTE AT THE ANNUAL GENERAL MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE ON A POLL INSTEAD OF HIMSELF AND THE PROXY NEED NOT BE A MEMBER OF THE COMPANY.**

The instrument appointing the proxy, in order to be effective, must be deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meeting.

Corporate members intending to send their Authorised Representatives to attend the Meeting are requested to send to the Company a certified copy of the Board Resolution authorising their representative to attend and vote on their behalf.

Members / Proxies are requested to bring duly-filled Attendance Slip along with their copy of Annual Report to the Meeting.

In case of joint holders attending the Meeting, only such joint holder who is higher in the order of names will be entitled to vote at the meeting.

- 2) An Explanatory Statement pursuant to Section 173 (2) of the Companies Act, 1956 for Item No. 7 and 8 of the accompanying Notice is annexed hereto.
- 3) The Register of Members and the Share Transfer Books of the Company will remain closed from Wednesday 29th August, 2012 to Wednesday, 5th September, 2012 (both days inclusive) for determining the names of members eligible for dividend on equity shares, if declared at the Meeting.
- 4) Dividend on equity shares, if declared at the meeting, shall be paid on 12th September, 2012, to those members:
- a) Whose names appear as Beneficial Owners at the end of the business hours on 28th August, 2012, in the list of Beneficial Owners to be furnished by National Securities Depository Limited and Central Depository Services (India) Limited in respect of the shares held in electronic form; and
- b) Whose names appear as members in the Register of Members of the Company after giving effect to valid share transfers in physical form lodged with the Registrar and Share Transfer Agent on or before 28th August, 2012.
- 5) For any assistance regarding Share Transfers, Transmissions, Change of Address, Non-receipt of Dividends, Duplicate / Missing Share Certificates and other relevant matters, the Registrar and Transfer Agents (RTA) of the Company at the following address may be contacted:

M/s Karvy Computershare Pvt. Ltd.

Unit : **D. B. Corp Limited**
Address : Plot No. 17 to 24, Vitthalrao Nagar,
Madhapur, Hyderabad - 500 081 (A.P.)
Tel No. : 040-44655000
Fax No. : 040-23420814
Contact Person : Mr. U. S. Singh

- 6) For effecting changes in address / bank details / ECS (Electronic Clearing Service) mandate, etc., shareholders are requested to contact the RTA / their respective Depository Participant (DP).
- 7) Pursuant to the provisions of Clause 49 of the Listing Agreement, a brief resume of Directors of the company, retiring by rotation and seeking re-appointment under Item No. 3, 4, 5 and 7 of the Notice respectively along with other details of the Directors including their shareholding are furnished in the Report on Corporate Governance forming part of the Annual Report for Financial Year 2011-12.
- 8) Annual Report is also available at the website of the Company at "www.bhaskarnet.com" in "Our Investors" section.
- 9) The Register of Directors' Shareholding, maintained under Section 307 of the Companies Act, 1956 will be available for inspection by the members at the registered office of the Company and will also remain open and accessible during the continuance of the Meeting.
- 10) A certificate from the Auditors of the Company certifying that the Employees Stock Option Schemes of the Company are being implemented in accordance with the SEBI Guidelines and in accordance with the resolution passed by the Shareholders at General Meeting will be available for inspection by members at the Meeting.
- 11) Members are requested to claim dividend/s, in case it remains unclaimed so far. They are requested to correspond with the Company Secretary at Business Office of the Company. Members are requested to note that dividends not claimed within 7 years will be transferred to the Investor Education and Protection Fund as prescribed under the Companies Act, 1956.

As per recently enacted Investor Education and Protection Fund (Uploading of information regarding unpaid and unclaimed amounts lying with companies) Rules, 2012, every company has to upload details of unclaimed dividend that has been declared and paid in the past. This is to be done on MCA portal, on Investor Education & Protection Fund portal and also on the Company's website. This needs to be done within 90 days after the Annual General Meeting and every year thereafter till completion of 7 years. For the financial year ended 31st March, 2011, the information is to be filed latest by 31st July, 2012.

The Company has consistently paid dividend since its IPO and accordingly prescribed details in respect of each of such dividends are being uploaded on the portals before the due date as prescribed.

12) D. B. Corp Ltd. is concerned about the environment and utilises natural resources in a sustainable way. The Ministry of Corporate Affairs ("MCA"), Government of India has, by its Circular No. 17/2011 dated 21st April, 2011 and Circular No.18/2011 dated 29th April, 2011, permitted companies to send all official documents to their shareholders electronically as part of its Green Initiatives in Corporate Governance.

Recognising the spirit of the circulars issued by the MCA, the Company is sending documents like the Notice for convening Annual General Meeting, Financial Statements, Directors' Report, Auditors' Report, etc., to the e-mail address provided by the members to their depositories.

All the members are requested to update their e-mail address with the depository participant to ensure that the Annual Report and other documents reach them on their preferred e-mail address. However, those who want to receive hard copies of all the communication have to make a specific request to the company by sending a letter in this regard.

EXPLANATORY STATEMENT PURSUANT TO SECTION 173(2) OF THE COMPANIES ACT, 1956:

The following Explanatory Statement sets out all material facts relating to the Special Business mentioned in the accompanying Notice:

ITEM NO. 7:

The Board of Directors of the Company appointed Mr. Niten Malhan as an Additional Director of the Company with effect from 28th September, 2011 pursuant to the provisions of Section 260 of the Companies Act, 1956 ('Act') and he holds office up to the date of the ensuing Annual General Meeting. The Company has received a notice in writing from a member along with a deposit of ₹ 500/- as required under the provisions of Section 257 of the Act proposing his candidature for the office of Director of the Company liable to retire by rotation.

Mr. Niten Malhan has confirmed that he is not disqualified pursuant to Section 274(1)(g) of the Companies Act, 1956 from being appointed as Director. A brief profile of Mr. Malhan is given under appropriate heading in the Report on Corporate Governance which forms part of the Annual Report.

The Board recommends the resolution appointing Mr. Niten Malhan as a director of the Company liable to retire by rotation for approval by the members.

None of the directors of the Company is in any way interested or concerned in the aforesaid resolution.

ITEM NO. 8:

The Company had entered into a "Shareholders' Agreement" dt. 12th December, 2006 with Cliffrose Investment Ltd. which was later terminated pursuant to the Initial Public Offering (IPO) of the Company in January, 2010. Consequently, various Articles and cross-references in the Articles of Association of the Company giving various rights to Cliffrose Investment Ltd. as the investor have now become redundant.

Hence, it is proposed to alter the Articles of Association of the Company by way of substitution of the existing Articles of Association with a new set of Articles of Association which will not include any redundant clauses. A Draft of the new set of Articles of Association proposed to be adopted is appended to this notice.

The Board recommends the resolution adopting the new set of Articles of Association for approval by the members.

None of the directors of the Company is in any way interested or concerned in the aforesaid resolution.

Place: Mumbai
Date: July 19, 2012

By order of the Board of Directors
For D. B. Corp Limited

Registered Office:
Plot No. 280, Sarkhej Gandhinagar Highway,
Makarba, Ahmedabad (Gujarat) - 380 051

Anita Gokhale
Company Secretary

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ARTICLES OF ASSOCIATION
OF
D. B. CORP LIMITED*

(*Name of the Company changed from Multi Tech Energy Limited to D. B. Corp Limited vide Special Resolution passed in the Extra-ordinary General Meeting held on 28/11/2005)

A new set of Articles was adopted in substitution for and to the entire exclusion of the earlier Articles of Association vide Special Resolution passed at the Extra-ordinary General Meeting held on 14/02/2008. Thereafter, another new set of Articles was adopted in substitution for and to the entire exclusion of the earlier Articles of Association vide Special Resolution passed at the Extra-ordinary General Meeting held on 30/11/2009.

APPLICABILITY OF TABLE 'A'

The regulations contained in Table 'A' of Schedule I to the Companies Act, 1956 or any statutory modification thereof in force, shall apply to this Company to the extent they are not inconsistent with or repealed or otherwise provided in these Articles.

These Articles are subject to the provisions of the guidelines for Publication of Newspapers and Periodicals dealing with News and Current Affairs and Publication of Facsimile Editions of Foreign Newspapers dated March 31, 2006 issued by the Ministry of Information & Broadcasting, Government of India, as may be amended, substituted or replaced from time to time.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Articles, the following words or expressions shall have the meanings set out herein below:

- (a) **"Act"** means the Companies Act, 1956 and includes any statutory modification or re-enactment thereof for the time being in force.
- (b) **"Affiliate"** of a shareholder shall mean:
 - (i) in the case of any shareholder other than a natural person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with such shareholder;
 - (ii) in the case of any shareholder that is a natural person, any other Person who is a Relative of such shareholder.
- (c) **"Annual General Meeting"** shall mean the annual general meeting of the Company.
- (d) **"Approvals"** shall mean any permission, approval, consent, license, order, decree, authorization, authentication of, or registration, qualification, designation, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation for the performance of their obligations under these Articles.
- (e) **"Articles"** shall mean these Articles of Association of the Company as amended from time to time.
- (f) **"Board"** shall mean the board of directors of the Company.
- (g) **"Business"** shall mean
 - i) the entire business, commercial and other activities of the Company and the subsidiaries relating to developing, editing, publishing, printing, distributing and marketing newspapers, periodicals and other publications in languages other than English and other foreign languages;
 - ii) the wind farm business;
 - iii) FM Radio Business; and
 - iv) such other business(es) undertaken by the Company and the subsidiaries with the consent of the shareholders of the respective company.
- (h) **"Business Day"** shall mean a day other than Saturday and Sunday and on which banks are open for normal banking business in India.
- (i) **"Company"** shall mean D. B. Corp Limited.
- (j) **"Control"** (including with correlative meaning, the terms "Controlled by" and "under common Control" with) shall mean the power and ability to direct the management and policies of the controlled enterprise through ownership of voting shares of the controlled enterprise or by contract or otherwise.
- (k) **"Director"** shall mean a director of the Company (including any duly appointed alternate director).
- (l) **"Dividend"** shall include interim dividend.
- (m) **"Encumbrance"** shall mean (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable law, (ii) any proxy for exercising voting rights issued to third parties, power of attorney issued to third parties for transferring and/or exercising any rights, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person and (iii) any adverse claim as to title, possession or use.
- (n) **"Equity Shares"** shall mean the equity shares of the Company currently having a par value of Rs. 10/- per equity share in the Equity Share Capital.
- (o) **"Extraordinary General Meeting"** shall mean a meeting other than an Annual General Meeting.

- (p) "**Financial Year**" shall mean the financial year of the Company, which ends on March 31 of each year.
- (q) "**FM Radio Business**" shall mean the business of establishing, building, owning, maintaining and/or operating FM radio broadcasting stations in any city or cities in India or abroad, in accordance with applicable Law.
- (r) "**Fully Diluted Basis**" shall mean that the calculation is to be made assuming that all outstanding convertible securities and stock options (whether or not by their terms then currently convertible, exercisable or exchangeable), have been so converted, exercised or exchanged.
- (s) "**Governmental Authority**" shall mean any governmental or statutory authority, government department, agency, commission, board, tribunal or court or other entity authorized to make laws, rules or regulations or pass directions having or purporting to have jurisdiction or any State or other subdivision thereof or any municipality, district or other subdivision thereof having jurisdiction pursuant to the Laws of India.
- (t) "**India**" shall mean the Republic of India.
- (u) "**Intellectual Property**" shall mean all patents, trademarks, service marks, logos, registered designs, domain names and utility models, copyrights, inventions, brand names, database rights, know-how, programming and business names and any similar rights situate in any country and the benefit (subject to the burden) of any of the foregoing (in each case whether registered or unregistered and including applications for the grant of any of the foregoing and the right to apply for any of the foregoing in any part of the world).
- (v) "**Law**" or "**Laws**" shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, tribunal, board, court or recognised stock exchanges in India.
- (w) "**Managing Director**" shall mean the Managing Director of the Company for the time being in office.
- (x) "**Month**" shall mean a calendar month.
- (y) "**Office**" shall mean the registered office of the Company for the time being.
- (z) "**Person**" shall mean any natural person, firm, company, joint venture, association, partnership or other entity (whether or not having separate legal personality).
- (aa) "**Print Media Guidelines**" shall mean the Guidelines for the Publication of News Papers and Periodicals Dealing with News and Current Affairs dated March 31, 2006 issued by the Ministry of Information & Broadcasting, as amended from time to time.
- (bb) "**Proxy**" means an instrument whereby any person is authorised to vote for a shareholder at a Shareholders' Meeting on a poll and includes an attorney duly constituted under a power of attorney.
- (cc) "**RBI**" shall mean the Reserve Bank of India.
- (dd) "**Relative**" of a natural Person shall have the meaning set forth in section 6 of the Act read with schedule IA to the Act.
- (ee) "**Rs.**" or "**Rupees**" shall mean Rupees, the lawful currency of India.
- (ff) "**SEBI**" shall mean the Securities and Exchange Board of India.
- (gg) "**SEBI Takeover Regulations**" shall mean the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended from time to time.
- (hh) "**Securities**" shall mean the Equity Shares or any securities of the Company convertible into Equity Shares, including any partially or fully convertible debentures or any warrants, options, coupons or instruments which may enable the holder thereof to acquire Equity Shares and/or any voting rights in the Company.
- (ii) "**Share capital**" shall mean the fully paid-up Equity Share capital and Preference Share Capital of the company.
- (jj) "**Shareholders' Meeting**" or "**General Meeting**" means the Annual General Meeting and the Extraordinary General Meeting.
- (kk) "**Seal**" means the Common Seal for the time being of the Company.
- (ll) "**Subsidiary**" shall have the meaning ascribed thereto in Section 4 of the Act.
- (mm) "**Transfer**" shall mean and include any direct or indirect sale, assignment, lease, transfer, pledge, gift, Encumbrance or other disposition of or the subjecting to an Encumbrance of, any property, asset, rights or privilege or any interest therein or thereto.
- 1.2 References to a shareholder shall, where the context permits, include such shareholder's respective successors, legal representatives and permitted assigns and in the case of individuals will include their legal representatives, heirs and permitted assigns.
- 1.3 The headings or interpretation are inserted for convenience only and shall not affect the construction of these Articles.
- 1.4 Unless the context otherwise requires, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders.
- 1.5 The terms "**hereof**", "**herein**", "**hereby**", "**hereto**" and derivative or similar words refer to these Articles or specified clauses of these Articles, as the case may be.
- 1.6 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of these Articles) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- 1.7 Reference to the word "**include**" shall be construed without limitation.
- 1.8 The words "**directly or indirectly**" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.

1.9 The Marginal notes thereto shall not affect the construction thereof.

2. SHARE CAPITAL

2.1. *The Authorised Share Capital of the Company is ₹ 250,00,00,000/- (Rupees Two Hundred and Fifty Crore Only) divided into 24,90,00,000 Equity Shares of ₹ 10/- each and 1000 Redeemable Preference Shares of ₹ 10,000/- each ("Share Capital"), with power to increase or reduce or modify the Share Capital and to divide the Securities for the time being of the Company into several classes and attach thereto preferential, deferred, qualified or special rights or conditions, as may be determined by or in accordance with these Articles and subject to applicable legislative provisions for the time being in force, and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided for by these Articles and subject to applicable legislative provisions for the time being in force.

*(The Authorised Share Capital increased from ₹ 10 Lac to ₹ 10 Crore vide Special Resolution passed in the Extra-ordinary General Meeting held on 28/11/2005. Thereafter, the Authorised Share Capital re-classified into 90,00,000 Equity Shares of ₹ 10/-each and 1,000 Redeemable Preference Shares of ₹ 10,000/- each vide Special Resolution passed in the Extra-ordinary General Meeting held on 27/04/2007. Thereafter, again the Authorised Share Capital increased from ₹ 10 Crore to ₹ 250 Crore vide Special Resolution passed in the Annual General Meeting held on 29/09/2007)

2.2. Subject to the provisions of these Articles, the Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law, its Share Capital, any capital redemption reserve account or any share premium account.

2.3. The Securities shall be numbered progressively according to their several denominations and except in the manner hereinbefore mentioned no security shall be sub-divided. Every forfeited or surrendered security shall continue to bear the number by which the same was originally distinguished.

2.4. None of the funds of the Company shall be applied in the purchase of any Securities and it shall not give any financial assistance for or in connection with the purchase or subscription of any shares in the Company or in its holding company save as provided by Section 77 of the Act and these Articles.

3. INCREASE OF SHARE CAPITAL BY THE COMPANY

3.1. Subject to the provisions of these Articles, the Company at a Shareholders' Meeting may, from time to time, increase the Share Capital by creation of new Equity Shares. Such increase shall be of such aggregate amount and to be divided into Equity Shares of such respective amounts as the resolution shall prescribe.

3.2. Subject to the provisions of the Act and the other provisions of these Articles, any Equity Share of the original or increased Share Capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the Shareholders' Meeting resolving upon the creation thereof, shall direct, and if no direction be given, as the Directors shall determine, and in particular, such Equity Shares may be issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company, and with, and if the Act allows without, a right of voting at a Shareholders' Meeting in conformity with Section 87 and 88 of the Act. Whenever the Share Capital of the Company has been increased under the provisions of these Articles, the Directors shall comply with the provisions of Section 97 of the Act and these Articles.

3.3. Where at any time after the expiry of two (2) years from the formation of the Company or at any time after the expiry of one (1) year from the allotment of shares in the Company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares then:

- (a) such further shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid-up on those shares at that date;
- (b) the offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time not being less than thirty (30) days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined;
- (c) unless otherwise provided in these Articles, the offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub clause (b) shall contain a statement of this right;
- (d) after the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the person to whom such notice is , given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner as they think most beneficial to the Company.

3.4. Notwithstanding anything contained in Article 3.3 above, the further shares as aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of Article 3.3 hereof) in any manner whatsoever:

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

3.5. Nothing in sub-clause (c) of Article 3.3 hereof shall be deemed:

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

3.6. Nothing in these Articles shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to the debentures issued or loans raised by the Company:

- (a) to convert such debentures or loans into shares in the Company or
- (b) to subscribe for shares in the Company

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

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

4. LIMITATION OF TIME FOR ISSUE OF CERTIFICATES

Every member shall be entitled without payment to one or more certificates in marketable lots for all the shares of each class or denomination registered in his name or if the Directors so approve (upon paying such fee as the Directors so determine) to several certificates each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within three (3) months from the date of allotment, unless the conditions of issue thereof otherwise provide or within one (1) month of the receipt of application of registration of transfer or transmission, subdivision, consolidation or renewal of any of its shares, as the case may be. Every certificate of shares shall be under the seal of the Company, which shall be affixed in the presence of two directors or person acting on behalf of the Directors under duly registered power of attorney and the secretary or some other person appointed by the Board for the purpose and two Directors or their attorney and the Secretary or other person shall sign the share certificate, provided that if the composition of the Board permits, at least one of the aforesaid two Directors shall be a person other than a Managing Director or Whole-Time Director. Every share certificate shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the Directors may prescribe and approve, provided that in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one or several joint holders shall be a sufficient delivery to all such holder. Particulars of every certificate issued shall be entered in the Register of Members against the name of the person, to whom it has been issued, indicating the date of issue.

5. NEW CAPITAL SAME AS EXISTING CAPITAL

- 5.1. Except so far as otherwise provided by the conditions of issue or by these Articles, any Share Capital raised by the creation of new Equity Shares shall be considered as part of the existing Share Capital, and shall be subject to the provisions contained in these Articles, with reference to the payment of calls and installments, forfeiture, lien, surrender, Transfer and transmission, voting and otherwise.
- 5.2. The Board shall observe the restriction as to allotment of Equity Shares to the public contained in Section 69 and 70 of the Act and shall cause to be made the return as to allotment provided for in Section 75 of the Act.

6. ACCEPTANCE OF EQUITY SHARES

Any application signed by or on behalf of any applicant for Equity Shares, followed by an allotment of any Equity Shares herein shall be an acceptance of Equity Shares within the meaning of these Articles; and every Person who accepts any Equity Shares and whose name is on the Register of members shall for the purpose of these Articles be a shareholder.

7. DEPOSIT AND CALL ON EQUITY SHARES

- 7.1. The money (if any) which the Board shall, on the allotment of any Equity Shares being made by them, require or direct to be paid by way of deposit, call or otherwise in respect of any Equity Shares allotted by them, shall immediately on the inscription of the name of the allottee in the register of members, the name of the holder of such Equity Shares become a debt due to and recoverable by the Company from the allottee thereof and shall be paid by the holder accordingly.
- 7.2. Every shareholder or his heirs, executors or administrators shall pay to the Company the portion of the capital represented by his share or shares which may for the time being, remain unpaid thereon, in such amounts, at such time or times and in such manner, as the Board shall, from time to time, in accordance with the Company's regulations, require or fix for the payment thereof.

8. PAYMENT IN ANTICIPATION OF CALL MAY CARRY INTEREST

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

9. SHARES AT THE DISPOSAL OF THE DIRECTORS

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

10. PREFERENCE SHARES

- 10.1. Subject to the provisions of these Articles and Sections 80, 85 and other applicable provisions of the Act, the Company shall have power to issue preference shares which are at the option of the Company, liable to be redeemed and the resolution authorizing such issue shall prescribe the manner, terms and conditions of redemption thereof.
- 10.2. Upon the issue of redeemable preference shares under the provisions of Article 10.1, the following provisions shall apply:

- (a) no such preference shares shall be redeemed except out of the profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of the redemption;
- (b) no such preference shares shall be redeemed unless they are fully paid;
- (c) the premium, if any, payable on redemption must have been provided for out of the profits of the Company or the Company's share premium account before the shares are redeemed;
- (d) where any such preference shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall out of profits which would otherwise have been available for dividend, be transferred to a reserve fund to be called the "Capital Redemption Reserve Account" a sum equal to the nominal amount of the preference shares redeemed and the provisions of the Act relating to reduction of the share capital of the Company shall, except as provided in Section 80 of the Act, apply as if the Capital Redemption Reserve Account were paid up share capital of the Company

11. SHARE CERTIFICATES

- 11.1. The certificates of title to Securities and duplicate thereof when necessary shall be issued under the Seal of the Company.
- 11.2. Every person holding the Securities of the Company shall be entitled to one certificate for all the Securities registered in his name, or if the Directors so approve, to several certificates each for one or more of such Securities, but in respect of each additional certificate, there shall be paid to the Company a fee of Rs. 2/-, or such less sum as Directors may determine. Every certificate shall specify the number and denoting numbers of the Securities in respect of which it is issued and the amount paid up thereon. The Directors may in any case or generally waive the charging of such fees.
- 11.3. If any certificate be worn out or defaced, then, upon production thereof to the Directors they may order the same to be cancelled and may issue a new certificate in lieu thereof and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given a new certificate in lieu thereof shall be given to the registered holder of the shares to which such lost or destroyed certificate shall relate; Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.
- 11.4. Provided that notwithstanding what is stated above the Directors shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Act or rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable thereof in this behalf.

12. SHAREHOLDERS AND JOINT HOLDERS

- 12.1. Except as required by law or ordered by a court of competent jurisdiction no person shall be recognised by the Company as holding any Securities upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any benami, equitable, contingent, future or partial interest in any Securities or any interest in any fractional part of a Security (except only by these presents or by law otherwise provided) or any other rights in respect of any Security except in an absolute right to the entirety thereof in the registered holder.
- 12.2. Where two or more persons are registered as holders of any Securities, they shall be deemed to hold the same as joint-tenants with benefits of survivorship subject to the following and other provisions contained in these Articles:
- (a) Securities may be registered in the name of any Person but not more than four Persons shall be registered jointly as a shareholder in respect of any Equity Shares;
 - (b) the certificates of Securities registered in the names of two or more Persons shall be delivered to the Person first named on the Register;
 - (c) the joint holders of a Security shall be jointly and severally liable to pay all calls in respect thereof;
 - (d) if any Security stands in the names of two or more Persons, the Person first named in the register shall as regards receipt of share certificates, dividends or bonus or service of notices and all or any other matter connected with the Company except voting at meetings and the transfer of the shares, be deemed the sole holder thereof but the joint holders of a Security shall be severally as well as jointly be liable for the payment of all installments and calls due in respect of such Security and for all incidents thereof according to the Company's regulations;
 - (e) in the case of the death of any one or more of the Persons named in the register of members as the joint holders of any Security, the survivors shall be the only persons recognized by the Company as having any title to or interest in such Security, but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on Securities held by him jointly with any other Person;
 - (f) if there be joint registered holders of any Securities, any one of such Persons may vote at any meeting either personally or by proxy in respect of such Securities, as if it were solely entitled thereto, provided that if more than one of such joint holders be present at any meeting either personally or by proxy, then one of the said Persons so present whose name stands higher on the register of members shall alone be entitled to vote in respect of such Securities, 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 shareholder in whose name the Securities stand shall for the purpose of these Articles be deemed joint holders thereof;
 - (g) a document or notice may be served or given by the Company on or to the joint holders of a Security by serving or giving the document or notice on or to the joint holder named first in the register of members in respect of the Security.

13. FORFEITURE AND LIEN

- 13.1. If any shareholder fails to pay any call or installment on or before the day appointed for the payment of the same, the Directors may at any time thereafter during such time as the call or installment remains unpaid, serve a notice on such shareholder requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
- 13.2. The notice shall name a day (not being less than fourteen (14) days from the date of the notice) and a place on and at which such call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment of at or before the time and at the place appointed, the Securities in respect of which such call was made or installment is payable will be liable to be forfeited.
- 13.3. If the requisition of any such notice as aforesaid be not complied with, any Securities in respect of which such notice has been given may at any time thereafter before payment of all calls or installments, interests and expenses due in respect thereof, be forfeited by a resolution of the Directors to the effect such forfeiture shall include all dividends declared in respect of the forfeited Securities and not actually paid before the forfeiture.

- 13.4. When any Security shall have been so forfeited, notice of the resolution shall be given to the shareholder in whose name it stood immediately prior to the forfeiture 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 such entry as aforesaid.
- 13.5. Any Security so forfeited shall be deemed to be property of the Company and the Directors may subject to the provisions of these Articles, sell, re-allot or otherwise dispose of the same in such manner as they think fit.
- 13.6. The Directors may, at any time before any Security so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof on such conditions as they think fit.
- 13.7. Any shareholder whose Securities have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, installments, interest and expenses, owing upon or in respect of such Securities at the time of the forfeiture together with interest thereon, from the time of forfeiture until payment at twelve (12) per cent per annum, and the Directors may enforce the payment thereof, without any deduction or allowance for the value of the Securities at the time of forfeiture but shall not be under any obligation to do so.
- 13.8. The forfeiture of Securities shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the Securities and all other rights incidental to the Securities, except only such of those rights as by these Articles are expressly saved.
- 13.9. A duly verified declaration in writing that the declarant is a Director or secretary of the Company and that certain Securities in the Company have 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 Securities and such declaration and the receipt of the Company for the consideration, if any, given for the Securities on the sale or disposal thereof shall constitute a good title to such Securities and the Person to whom the Securities are sold shall be registered as the holder of such Securities and shall not be bound to see to the application of the purchase money nor shall his title to such Securities be affected by any irregularity or invalidity in the proceeding in reference to such forfeiture, sale or disposal.
- 13.10. The Company shall have a first and paramount lien upon all the shares/debentures (not being fully paid up) registered in the name of each shareholder (whether solely or jointly with others) and upon the proceeds of sale thereof (whether presently payable or not) for money called or payable at a fixed time in respect of such shares/debentures solely or jointly with any other person to the Company whether the period for the payment thereof shall have actually arrived or not and no equitable interest in any Security shall be created except upon the footing and condition that this Article is to have full effect and such lien shall extend to all dividends from time to time declared in respect of such Security. Unless otherwise agreed, the registration of a transfer of Securities shall operate as a waiver of the Company's lien, if any on such Securities. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this Article.
- 13.11. For the purpose of enforcing such lien, the Directors may sell the Securities subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such shareholder, his executors or administrators or his committee, curators bond or other legal curator and default shall have been made by him or them in the payment of moneys called in respect of such shares for seven days after such notice.
- 13.12. The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and residue, if any, shall (subject to a like lien for sums not presently payable, as existed upon the Securities before the sale) be paid to the person entitled to the shares at the date of the sale.
- 13.13. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the Directors may appoint some person to execute an instrument of transfer of the Securities sold and cause the purchaser's name to be entered in the register in respect of the Securities sold and the purchaser shall not be bound to see to the regularity of the proceedings nor to the application of the purchase money and after his name has been entered in the register of members. In respect of such Securities the validity of the sale shall not be impeached by any Person and the remedy of any Person aggrieved by the sale shall be in damages only and against the Company exclusively.
- 13.14. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative Securities shall (unless the sale shall on demand by the Company have been previously surrendered to it by the defaulting shareholder) stand cancelled and become null and void and have no effect and the Directors shall be entitled to issue a new certificate or certificates in respect of the said Securities to the Person or Persons entitled thereto distinguishing it or them in such manner as they may think fit from the old certificate or certificates.

14. TRANSFER AND TRANSMISSION OF EQUITY SHARES

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

15. DIRECTORS MAY REFUSE TO REGISTER TRANSFER

Subject to the provisions of Section 111A of the Act, these Articles and other applicable provisions of the Act or any law for the time being in force, the Board may refuse pursuant of any power of the Company under these Articles to register the transfer of or the transmission by operation of law of the right to, any shares of interest of a member in shares or debentures of the Company. The Company shall within one (1) month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal. Provided that the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except where the Company has a lien on shares.

16. CONDITIONS FOR TRANSFER

- 16.1. The instrument of transfer of any shares in the Company shall be in writing and shall be duly stamped and executed both by the transferor and the transferee and the provisions of section 108 of the Act, including any statutory modifications thereof shall be duly complied with in respect of all transfer of shares and registrations thereof.
- 16.2. The Company shall not register a transfer of shares or debentures of the Company, unless proper instrument of transfer duly stamped and executed by or on behalf of the transferor and transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the Company along with the certificate relating to the shares or debentures or if no such certificate is in existence along with the letter of allotment of shares or debentures provided that where on an application made in writing to the Company by the transferee and bearing the stamp required for an instrument of transit; it is proved to the satisfaction of the Board that instrument of transfer signed by or on behalf of the transferor and transferee has been lost, the Company may register the transfer on such terms as to indemnity or otherwise as the Board may think fit.

- 16.3. The Board shall have power on giving not less than seven (7) days' previous notice by advertisement in a newspaper circulating in the district in which the registered office of the Company is situated to close the transfer books, the register of members or register of debenture holders at such time or times and for such period or periods, not exceeding thirty (30) days at a time and exceeding not in the aggregate forty five (45) days in each year, as it may seem expedient.
- 16.4. The executors or administrators or holders of a succession certificate or the legal representatives of a deceased (not being one or two or more joint holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such shareholder and the Company shall not be bound to recognise such executors or administrator or holders of succession certificate or the legal representatives unless they shall have first obtained probate or letters of administration or succession certificate or other legal representation as the case may be, from a duly constituted court in India; provided that in any case where the Board in its absolute discretion thinks fit, the Board may dispense with production of probate or letters of administration or succession certificate upon such terms as to indemnity or otherwise as the Board, in its absolute discretion may think necessary and under the next Article register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased shareholder as a shareholder.
- 16.5. Subject to the provisions of the Act and these Articles, any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any shareholder or by any lawful means other than by transfer in accordance with these Articles may with the consent of the Board (which it shall not be under any obligation to give) upon producing such evidence that he sustains the character in respect of which he purports to act under those Articles or of his title as the Board thinks sufficient either be registered himself as the holder of the shares or elect to have some Person nominated by him and approved by the Board registered as such holder, provided nevertheless that if such Person shall elect to have his nominee registered, he shall testify the election by executing in favour of his nominee an instrument of transfer in accordance with the provisions herein contained and until he does so he shall not be free from any liability in respect of the shares.
- 16.6. Every instrument of transfer which is registered shall remain in the custody of the Company until destroyed by order of the Board.
- 16.7. No fee shall be payable to the Company in respect of the transfer, transmission, probate, succession certificate and letters of administration, certificate of death and or marriage, power of attorney or other similar documents .
- 16.8. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of members) to the prejudice of Persons having or claiming any equitable right, title or interest to or in the said shares notwithstanding that the Company may have had notice of such equitable right, title or interest to notice prohibiting registration of such transfer, and may have entered such notice or referred thereto, in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest, or be under any liability, whatsoever for refusing or neglecting to do so, though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit.

17. DEMATERIALISATION OF SECURITIES

- 17.1. For the purposes of this Article,
- (a) "Beneficial Owner" means a person whose name is recorded as such with a Depository.
 - (b) "Registered Owner" means the Depository whose name is entered as such in the records of the Company;
 - (c) "Security" means such security as may be specified by the Securities and Exchange Board of India, from time to time.
- 17.2. Notwithstanding anything contained in these Articles and subject to applicable Law, the Company shall be entitled to dematerialise/re-materialise its Securities and to offer Securities in the dematerialized form pursuant to the Depositories Act.
- 17.3. All Securities held by a Depository shall be dematerialized and shall be in fungible form. No certificate shall be issued for the securities held by the Depository. Nothing contained in Sections 153, 187C and 372A of the Act shall apply to a Depository in respect of the Securities held by it on behalf of the beneficial owners.
- 17.4. Nothing contained in the Act or these Articles, regarding the necessity of having distinctive numbers /certificate numbers shall apply to Securities held in a Depository. Notwithstanding anything contained in the Act or these Articles where the Securities are held in a Depository, the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode and/or by delivery of floppies or disks.
- 17.5. Where the Securities are dealt with in a Depository, the Company shall intimate the details of allotment or relevant Securities to the Depository on allotment of such Securities.
- 17.6. The register of members and index of Beneficial Owners maintained by a Depository under the Depositories Act shall be deemed to be a register of members and other Security holders.
- 17.7. As a registered owner the Depository shall not have any voting rights or any other rights in respect of the Securities held by it. Every Person whose name is entered as the Beneficial owner of shares in the records of the Depository shall be deemed to be a Shareholder. Every Beneficial owner of Securities shall be entitled to all the rights and benefits including voting rights and be subject to all the liabilities in respect of the securities which are held by the Depository.

18. NOMINATION OF SECURITIES

- 18.1. In accordance with and subject to the provisions of Section 109A of the Act, every holder of Securities or holder of debentures of the Company may, at any time nominate, in the prescribed manner, a Person to whom his Securities or debentures of the Company shall vest in the event of his death.
- 18.2. Where the Securities or debentures of the Company are held by more than one Person jointly, the joint holders may together nominate, in the prescribed manner, a Person to whom all the rights in the Securities or debentures of the Company shall vest in the event of death of all the joint holders.
- 18.3. Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such Securities or debentures of the Company, where a nomination made in the prescribed manner purports to confer on any Person the right to vest the Securities or debentures of the Company or as the case may be, on the death of the joint holders become entitled to all the rights in the Securities or debentures of the Company or as the case may be, all the joint holders, in relation to such Securities in or debentures of the Company to the exclusion of all other Persons, unless the nomination is varied or cancelled in the prescribed manner.

19. TRANSMISSION IN CASE OF NOMINATION

- 19.1. Any Person who becomes a nominee by virtue of the provisions of Article 18, upon the production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either:
- (a) to be registered himself as holder of the Securities and/or debenture-holder concerned or deceased joint-holder as the case may be; or
 - (b) to make such Transfer of the Securities and/or debenture(s) as the case may be as the deceased shareholder and/or debenture-holder concerned or deceased joint-holder as the case may be, could have made.
- 19.2. If the Person being a nominee, so becoming entitled elects himself to be registered as holder of the Securities and/or debenture(s), as the case may be, he shall deliver or send to the Company a notice in writing duly signed by him stating that the nominee concerned so elects and such notice shall be accompanied with the death certificate(s) of the deceased shareholder/debenture holder/joint holders, as the case may be.
- 19.3. All the limitations, restrictions and provisions of the Articles relating to the right to Transfer and the registration of Transfers of Securities and/or debenture(s) shall be applicable to any such notice or Transfer as aforesaid as if the death of the shareholder/debenture-holder had not occurred and the notice or Transfer were signed by that shareholder and/or debenture-holder or joint-holder as the case may be.
- 19.4. A Person being a nominee, becoming entitled to the Securities and/or debenture(s) by reason of the death of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the Securities and/or debenture(s) except that he shall not before being registered a shareholder in respect of his Securities be entitled in respect of it to exercise any right conferred by membership in relation to meeting of the Company. Provided that the Board may, at any time, give notice requiring any such Person to elect either to be registered himself or to Transfer the Securities and/or debentures. If the notice is not complied with within ninety (90) days, the Board may thereafter withhold payments of all dividends, bonuses or other moneys payable or rights accruing in respect of the Securities and/or debenture(s) until the requirements of the notice have been complied with.

20. DEATH OF ONE OR MORE JOINT HOLDERS OF SECURITIES

- 20.1. Every holder of Securities and/or debenture(s) of the Company may at any time nominate in the manner prescribed under the Act a person to whom his Securities and/or debenture(s) of the Company shall vest in the event of his death.
- 20.2. Where the Securities and / or debenture of the Company, are held by more than one Person jointly, all the joint holders may together nominate in the manner prescribed under the Act a Person to whom all the rights in the Securities and/or debenture(s) of the Company, as the case may be shall vest in the event of death of all the joint holders.
- 20.3. Notwithstanding anything contained in any other law for the time being in force or in these Articles or in any disposition, whether testamentary or otherwise, in respect of such Securities , and/or debenture(s) of the Company, where a nomination made in the manner prescribed under the Act purports to confer on any person the right to vest the Securities in and/or debenture(s) of the Company, the nominee shall on the death of the shareholder and/or debenture holder concerned or on the death of all the joint holder, as the case may be, become entitled to all the rights in relation to such share(s) and/or debenture(s) to the exclusion of all other persons unless the nomination is varied / cancelled in the manner prescribed under the Act.
- 20.4. Where the nominee is a minor the holder of the Securities and/or debenture(s) of the Company can make a nomination in the manner prescribed under the Act to appoint any person to become entitled to the Securities and/or debentures(s) of the Company in the event of his death during the minority.

21. NO TRANSFER TO AN INFANT, ETC.

No Equity Share or any other Security of the Company shall in any circumstances be transferred to any infant, insolvent or person of unsound mind.

22. PERSONS ENTITLED MAY RECEIVE DIVIDEND

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

23. COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO SHAREHOLDERS

Copies of the Memorandum of Association of the Company and Articles and other documents referred to in Section 39 of the Act shall be sent by the Company to every shareholder at his request within seven (7) days of the request on payment of the sum of Rupee One (1) for each copy.

24. BORROWING POWERS

- 24.1. Subject to the provisions of Sections 292 and 293 of the Act and of these Articles, the Board may from time to time at its discretion, by a resolution passed at a meeting of the Board, accept deposits from the shareholders, either in advance of calls or otherwise and generally raise or borrow or secure the payment of any sum or sums of money for the Company. Provided however that, where the moneys to be borrowed together with the moneys already borrowed (apart from temporary loan obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the paid up capital of the Company and its free reserves (not being reserves set apart for any specific purpose) the Board shall not borrow such moneys without the consent of the shareholders in Shareholder(s) Meeting.
- 24.2. Subject to these Articles, the payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit and in particular by a resolution passed at a meeting of the Board (and not by circular resolution) by the issue of debentures or debenture-stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being and debentures, debenture-stock and other Securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
- 24.3. Subject to the provisions of these Articles, any debentures, debenture-stock or other Securities may be issued at a discount, premium or otherwise and subject to the provisions of the Act may be issued on condition that they shall be convertible into shares of any denomination and with any privileges or conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at General Meetings, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of Equity Shares shall be issued only with the consent of the shareholders in General Meeting.
- 24.4. The Company shall, if at any time it issues debentures, keep a register and index of debenture holders in accordance with Section 152 of the Act. The Company shall have the power to keep in any State or country outside India a branch Register of debenture holders resident in that State or Country.

- 24.5. Subject to the provisions of these Articles, if any uncalled Share Capital is included in or charged by any mortgage or other securities, the Directors may subject to the provisions of the Act and these presents make calls on the shareholders in respect of such uncalled capital in trust to the Person in whose favour such mortgage or security is executed.
- 24.6. The Company shall comply with all the provisions of the Act and these Articles in respect of the mortgages or charges created by the Company and the registration thereof and the Transfer of the debentures of the Company and the register required to be kept in respect of such mortgages, charges and debentures.

25. RESERVE AND DEPRECIATION FUNDS

- 25.1. Subject to the provisions of these Articles, the Directors may from time to time before recommending any dividend, set apart any and such portion of the profits of the Company as they think fit as a Reserve Fund to meet contingencies or for the liquidation of any debentures, debts or other liabilities of the Company, for equalization of dividends or for repairing, improving and maintaining any of the property of the Company and for such other purposes of the Company as the Directors in their absolute discretion think conducive to the interest of the Company and may subject to Section 292 of the Act invest the several sums so set aside upon such investments (other than Equity Shares) as they may think fit and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the Reserve Fund into such special funds as they think fit, with full power to transfer the whole or any portion of a Reserve Fund to another Reserve Fund or a division of a Reserve Fund and also with full power to employ the Reserve Funds or any part thereof in the business of the Company and that without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with power, however, to the Board in its discretion to pay or allow to the credit of such funds interest at such rate as Board may think proper.
- 25.2. Subject to the provisions of these Articles, the Directors may from time to time before recommending any dividend, set apart any and such portion of the profits of the Company, as they think fit, as depreciation fund applicable at the discretion of the Directors, for providing against any depreciation in the investments of the Company or for re-building, restoring, replacing or for altering any part of the buildings, work, plant, machinery or other property of the Company, destroyed or damaged by fire, flood, storm, tempest, earthquake, accident, riot, wear and tear or any other means whatsoever and for repairing altering and keeping in good condition the property of the Company or for extending and enlarging the building, machinery and property of the Company with full power to employ the assets constituting such depreciation fund in the business of the Company and without being bound to keep the same separate from the other assets.
- 25.3. All moneys earned to any reserve fund and depreciation fund respectively shall nevertheless remain and be profits of the Company applicable subject to due provisions being made for actual loss or depreciation, for the payment of dividend and such moneys and all the other moneys of the Company may be invested by the Directors in or upon such investments or Securities as they may select or may be used as working capital or may be kept at any bank on deposit or otherwise as the Directors may from time to time think proper.

26. ANNUAL GENERAL MEETINGS

- 26.1. In addition to any other meetings, General Meetings shall be held at such intervals as are specified in Section 166 (1) of the Act and subject to the provisions of Section 166 (2) of the Act at such times and places as may be determined by the Board.
- 26.2. Each such General Meeting shall be called an Annual General Meeting. Every Annual General Meeting shall be called for a time during business hours on a day that is not a public holiday and shall be held either at the Registered Office of the Company or at some other place within the city, town or village in which the Registered Office of the Company is situated.

27. EXTRA ORDINARY GENERAL MEETING

- 27.1. All other meetings of the Company other than those referred to in the preceding Article 26 shall be called Extraordinary General Meeting.
- 27.2. Subject to the provisions of these Articles, the Directors may, whenever they think fit and they shall, on the requisition of the holders of not less than one-tenth of the paid up Share Capital of the Company as at the date earns right of voting in regard to the matter in respect of which the requisition is made, forthwith proceed to convene an Extraordinary General Meeting and in the case of such requisition the provisions of Section 169 of the Act shall apply.
- 27.3. Any valid requisition so made by the shareholders must state the object or objects of the meeting proposed to be called, and must be signed by the holders making the requisition and be deposited at the office provided that such requisition may consist of several documents in like form, each signed by one or more holders making the requisition.
- 27.4. Subject to the provisions of these Articles, upon the receipt of any such requisition, the Board shall forthwith call an Extraordinary General Meeting, and if they do not proceed within twenty one (21) days from the date of the requisition being deposited at the registered office to cause a meeting to be called on a day not later than forty five (45) days from the date of deposit of the requisition, the shareholders making the requisition, or such of their number as represent either a majority in value of the Share Capital held by all of them or not less than one tenth of such of the Share Capital as is referred to in Section 169(4) of the Act, whichever is less, may themselves call the General Meeting, but in either case any General Meeting so called shall be held within three (3) months from the date of the delivery of the requisition as aforesaid.
- 27.5. Any meeting called under the foregoing Articles by the shareholders making the requisition shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.
- 27.6. A minimum twenty one (21) days' prior written notice shall be given to all the shareholders of any Shareholders Meeting, accompanied by the agenda for such meeting.
- 27.7. In the case of all the shareholder Meetings and in the case of any other meeting in any event, there shall be annexed to the notice of the meeting a statement setting out all the material facts concerning each such items of business, including in particular the nature and extent of the interest, if any, therein of every Director and the manager (if any). Where any item of business consists of the accord of approval to any documents by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.
- 27.8. The accidental omission to give any such notice to or the non-receipt of notice by any of the shareholders or persons entitled to receive the same shall not invalidate the proceedings at any such meeting.
- 27.9. No Shareholders Meeting, Annual or Extraordinary, shall be competent to enter upon discuss or transact any business which has not been mentioned in the notice or notices upon which the meeting was convened.

28. QUORUM IN A SHAREHOLDERS' MEETING

- 28.1. Subject to the provisions of the Act and these Articles, five (5) shareholders shall constitute quorum in Shareholders Meetings of the Company.

- 28.2. In the absence of a valid quorum at any Shareholders Meeting, such Shareholders Meeting shall be adjourned to the same place and time seven (7) days later. If at the adjourned meeting also a valid quorum is not present, then, the shareholders present at such meeting shall be deemed to be the valid quorum and the Shareholders Meeting shall continue and proceed with its agenda, subject to their being a valid quorum as per the provisions of the Act.
- 28.3. The Chairman (if any) of the Board of Directors appointed in terms of Article 36 shall be entitled to take the Chair at every General Meeting, whether Annual or Extraordinary. If there be no such Chairman of the Directors or if at any meeting he or other Persons specified in Article 36 shall not be present within ten minutes of the time appointed for holding such meeting or shall decline to take the Chair then any other Director present thereat shall be entitled to take the Chair and the shareholders present shall elect another Director as Chairman and if no Director be present or if all the Directors present decline to take the Chair, then the shareholders present shall elect one of them to be Chairman.
- 28.4. The election of the Chairman, if necessary, shall be carried out in accordance with Section 175 of the Act. No business shall be discussed at any General Meeting except for the matter relating to the election of Chairman, whilst the Chair is vacant.
- 28.5. The Chairman with the consent of the shareholders in a General Meeting may and shall if so directed by the meeting adjourn any meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Subject to the provisions of the Act and these Articles, it shall not be necessary to give any notice of an adjournment or of the date, the time or the place of the adjourned meeting or of the business to be transacted thereat.

29. DECISIONS AT GENERAL MEETINGS

Subject to any additional requirements under the Act and these Articles, at a duly called General Meeting, all decisions shall be approved if passed only with the affirmative vote of shareholders present at the meeting and representing more than fifty percent (50%) of the Equity Shares held by all shareholders present at the meeting duly called and for which the requisite quorum is present as required under these Articles or the Act, as the case may be.

30. DECISIONS BY POLL

- 30.1. At any General Meeting, a resolution put to the vote of the meeting shall be decided by poll if so demanded by the shareholders. The poll may be by open voting or by ballot as the Chairman shall direct and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting.
- 30.2. Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinize the votes given on the poll and to report thereon to him. One of the scrutineers so appointed shall always be a shareholder (not being an officer or employee of the Company) present at the meeting, provided that a shareholder is available and willing to be appointed. The Chairman shall have the power at any time before the result of the poll is declared to remove a scrutineer from the office and fill vacancies in the office of scrutineer arising from such removal or from other cause.
- 30.3. Any poll duly demanded on the election of a Chairman of a General Meeting or on any question of adjournment shall be taken at the General Meeting forthwith.
- 30.4. Subject to the provisions of the Act, the Chairman of the General Meeting shall have power to regulate the manner in which a poll shall be taken. The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.
- 30.5. Subject to the provisions of Section 192A of the Act read with the Companies (Passing of Resolutions by Postal Ballot) Rules, 2011, the Company may pass resolutions by way of postal ballot from time to time.

31. VOTES OF SHAREHOLDERS

- 31.1. No shareholder shall be entitled to vote either personally or by proxy for another shareholder at any General Meeting or meeting of a class of shareholders either upon a show of hands or upon poll 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 any right of lien and has exercised the same.
- 31.2. Subject to these Articles, on a show of hands, every holder of Equity Shares entitled to vote and present in person shall have one vote and on a poll the voting right of every holder of Equity Share whether present in person or by proxy, shall be in proportion to his share of the Share Capital.
- 31.3. The voting rights of the holders of preference shares shall be in accordance with Section 87 of the Companies Act, 1956.
- 31.4. On a poll taken at a meeting of the Company, a shareholder entitled to more than one vote, or his proxy, or other person entitled to vote for him, as the case may be, need not if he votes, use all his votes or cast in the same way all the votes he uses.
- 31.5. A shareholder of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll by his committee or other legal guardian and any such committee or guardian may, on a poll, vote by proxy. If any shareholder be a minor the vote in respect of his share shall be by his guardian or any one of his guardians.
- 31.6. Subject to the provisions of these Articles votes may be given either personally or by proxy. A corporation being a shareholder may vote by representative duly authorised in accordance with Section 187 of the Act, and such representative shall be entitled to speak, demand a poll, vote, appoint a proxy and in all other respects exercise the rights of a shareholder and shall be reckoned as a shareholder for all purposes.
- 31.7. Every proxy (whether a shareholder or not) shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a corporation under the common seal of such corporation, or the hand of its officer or an attorney, duly authorised by it and any committee or guardian may appoint such proxy. The proxy so appointed shall not have any right to speak at the meetings.
- 31.8. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the office not less than 48 hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instruments of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date of its execution.
- 31.9. Every instrument of proxy whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in either of the form set out in Schedule IX of the Act.
- 31.10. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy 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 death, revocation or transfer shall have been received at the office before the meeting.

- 31.11. An instrument of proxy may appoint a proxy either for the purpose of a particular meeting specified in the instrument and any adjournment thereof or it may appoint for the purpose of every meeting of the Company, or of every meeting to be held before a date specified in the instrument and every adjournment of any such meeting.
- 31.12. A shareholder present by proxy shall be entitled to vote only on a poll.
- 31.13. No objection shall be made to the validity of any vote, except at the meeting or poll at which such vote shall be tendered, and every vote, whether given personally or by proxy, not disallowed at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.
- 31.14. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll. A declaration by the Chairman in pursuance of Section 177 of the Act that on a show of hands, a resolution has or has not been carried either unanimously or by a particular majority and an entry to that effect in the books containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.
- 31.15. Any Person who Transfers any shares in terms of these Articles may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares provided that forty eight (48) hours at least before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the Directors of his right to Transfer such shares and give such indemnity (if any) as the Directors may require or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

32. MINUTES OF MEETINGS

Subject to the provisions of Section 193 of the Act, the Company shall cause to be kept minutes of all proceedings of General Meetings which shall contain a fair and correct summary of the proceedings thereat and a book containing such minutes shall be kept at the registered office of the Company and shall be open during business hours, for such periods not being less in the aggregate than two (2) hours in each day as the Directors may determine for the inspection of any shareholder without charge. The minutes aforesaid shall be kept by making within thirty (30) days of the conclusion of every such meeting concerned entries thereof in the said book which shall have its pages consecutively numbered. Each page of the book shall be initialed or signed and the last page of the record of the proceedings of each meeting in the book shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of the Chairman to sign as aforesaid within that period, by a Director duly authorised by the Board for that purpose. In no case shall the minutes be attached to any such book by pasting or otherwise.

33. BOARD OF DIRECTORS

- 33.1. Subject to the provisions of these Articles and the Act, the number of Directors on the Board shall be not less than six (6) Directors and not more than twelve (12) Directors.
- 33.2. The number of Directors of the Company who shall be resident Indians shall be such number as specified in the Print Media Guidelines, which currently is at least 3/4th of the Directors of the Company.
- 33.3. Subject to the provisions of these Articles and the Act, the Board of the Company shall be responsible for the management, supervision, direction and control of the Company.

34. REMOVAL AND REPLACEMENT OF DIRECTORS

- 34.1. The Company may subject to the provisions of Section 284 and other applicable provisions of the Act and these Articles by Ordinary Resolution remove any Director not being a Director appointed by the Central Government in pursuance of Section 408 of the Act before the expiry of his period of office.
- 34.2. Special Notice as provided by these Articles or Section 190 of the Act shall be required of any resolution to remove a Director or to appoint some other person in place of a Director so removed at the Meeting at which he is removed.
- 34.3. On receipt of notice of a resolution to remove a Director under this Article; the Company shall forthwith send a copy thereof to the Director concerned and the Director (whether or not he is a Member of a Company) shall be entitled to be heard on the resolution at the Meeting.
- 34.4. Where notice is given of a resolution to remove a Director under this Article and the Director concerned makes with respect thereto representations in writing to the Company (not exceeding reasonable length) and requests their notification to Members of the Company, the Company shall, unless the representations are received by it too late for it to do so:
- (a) in the notice of the resolution given to the Members of the Company, state the fact of the representations having been made and
 - (b) send a copy of the representations to every Member of the Company to whom notice of the Meeting is sent (before or after the representations by the Company) and if a copy of the representations is not sent as aforesaid because they were received too late or because of the Company's default, the Director may (without prejudice to his right to be heard orally) require that the representations shall be read out at the Meeting; provided that copies of the representations need not be sent or read out at the Meeting if on the application, either of the Company or of any other person who claims to be aggrieved, the Court is satisfied that the rights conferred by this sub-clause are being abused to secure needless publicity for defamatory matter.
- 34.5. A vacancy created by the removal of the Director under this Article may, if he had been appointed by the Company in General Meeting or by the Board, in pursuance of these Articles or Section 262 of the Act, be filled by the appointment of another Director in his place by the Meeting at which he is removed, provided special notice of the intended appointment has been given under these Articles. A Director so appointed shall hold office until the date upto which his predecessor would have held office if he had not been removed as aforesaid.
- 34.6. If the vacancy is not filled as mentioned above, it may be filled as a casual vacancy in accordance with the provisions, in so far as they are applicable, of these Articles or Section 162 of the Act and all the provisions of that Article and Section shall apply accordingly.
- 34.7. A Director who was removed from office under this Article shall not be re-appointed as a Director by the Board of Directors.
- 34.8. Nothing contained in this Article shall be taken:-
- (a) as depriving a person removed hereunder of any compensation or damages payable to him in respect of the termination of his appointment as Director or
 - (b) as derogating from any power to remove a Director which may exist apart from this Article.

35. DIRECTOR'S ACCESS

Each Director shall be entitled to examine the books, accounts and records of the Company and shall have free access, at all reasonable times and with prior written notice, to any and all properties and facilities of the Company.

36. CHAIRMAN OF THE BOARD

The Chairman of the Board of the Company shall be Mr. R. C. Agarwal and in his absence, Mr. Sudhir Agarwal or Mr. Girish Agarwal or Mr. Pawan Agarwal. In the event Mr. R. C. Agarwal, Mr. Sudhir Agarwal, Mr. Girish Agarwal or Mr. Pawan Agarwal are not available for a Board Meeting, then such Director as appointed by the Board from amongst the Directors present in such Board Meeting shall be the Chairman of such Board Meeting. In case of an equality of votes, the Chairman of the Board shall have a second or casting vote.

37. ALTERNATE DIRECTOR

Each Director shall be entitled to nominate an alternate Director to act in accordance with the Act. Each Director shall also have a right to withdraw the nominated alternate Director and nominate another in his/her place. The shareholders shall take all such actions, including exercising their votes in relation to the Equity Shares controlled by them, as may be required to cause any alternate Director nominated pursuant to this Article 37 to be duly elected or appointed.

38. POWER TO APPOINT EX-OFFICIO DIRECTORS

Subject to the provisions of these Articles, whenever Directors enter into a contract with any Government, Central, State or Local, any bank or financial institution or any Person or Persons (hereinafter referred to as "the appointer") for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or for underwriting or entering into any other arrangement whatsoever, the Directors shall have, subject to the provisions of Section 255 of the Act, the power to agree that such appointer shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such conditions as may be mentioned in the agreement and that such Director or Directors may not be liable to retire by rotation nor be required to hold any qualification shares. The Directors may also agree that any such Director or Directors may be removed from time to time by the appointer entitled to appoint or nominate them and the appointer may fill any vacancy that may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatsoever. The Directors appointed or nominated under this Article shall be entitled to exercise and enjoy all or any of the rights and privileges exercised and enjoyed by the Directors of the Company including payment of remuneration and travelling expenses to such Director or Directors as may be agreed by the Company with the appointer.

39. DEBENTURE DIRECTORS

If it is provided by the trust deed, securing or otherwise, in connection with any issue of debentures of the Company, that any Person or Persons shall have power to nominate a Director of the Company, then in the case of any and every such issue of debentures, the Person or Persons having such power may exercise such power from time to time and appoint a Director accordingly ("Debenture Director"). A Debenture Director may be removed from office at any time by the Person or Persons in whom for the time being is vested the power under which he was appointed and another Director may be appointed in his place. A Debenture Director shall not be bound to hold any qualification shares.

40. DIRECTORS' POWER TO ADD TO THE BOARD

Subject to the provisions of Sections 260, 261 and 264 of the Act and these Articles, the Board shall have power at any time and from time to time to appoint any other qualified person to be an additional Director, but so that the total number of Directors shall not at any time exceed the maximum fixed under the Act. Any such additional Director shall hold office only up to the date of the next Annual General Meeting.

41. DIRECTORS' POWER TO FILL CASUAL VACANCIES

Subject to the provisions of Sections 261, 264 and 284 (4) of the Act and these Articles including Article 37, the Board shall have power at any time and from time to time to appoint any other qualified person to be a Director to fill a casual vacancy. 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 by him.

42. REMUNERATION OF DIRECTORS

- 42.1. Subject to the provisions of the Act and these Articles, the Executive Chairman or a Managing Director or Director, who is in the whole time employment of the Company may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other.
- 42.2. Subject to the provisions of the Act, a Director other than the Executive Chairman or a Director in the whole time employment or a Managing Director may be paid remuneration either:
 - (a) by way of monthly, quarterly or annual payment with the approval of the Central Government; or
 - (b) by way of commission, if the Company has, by a special resolution, authorised such payment.
- 42.3. The fee payable to a Director (including the Executive Chairman or a Managing or Whole time Director, if any) for attending a meeting of the Board or Committee thereof shall be decided by the Board from time to time within the limit of such fee that may be prescribed by the Central Government under the proviso to Section 310 of the Act.

43. EXPENSES

The reasonable costs of attendance of Directors at Board Meetings (including costs of business class airfare, hotel accommodation and local transportation) shall be borne by the Company.

44. DIRECTORS MAY ACT NOTWITHSTANDING ANY VACANCY

The continuing Directors may act notwithstanding any vacancy, so long as their number is not reduced below the minimum number fixed by these Articles and the continuing Directors, being not less than two, for the purpose of increasing the number of Directors to that number, or for summoning a Shareholders Meeting, but for no other purpose.

45. WHEN OFFICE OF DIRECTORS TO BECOME VACANT

Subject to Section 283 (2) and 314 of the Act and these Articles, the office of a Director shall become vacant if:

- (a) he is found to be of unsound mind by a Court of competent jurisdiction; or
- (b) he applies to be adjudicated as an insolvent; or
- (c) he is adjudged an insolvent; or
- (d) he fails to pay any call made on him in respect of the shares held by him, whether alone or jointly with others, within six (6) months from the date fixed for the payment of such call unless the Central Government has by notification in the Official Gazette removed the disqualification incurred by such failure; or
- (e) he becomes disqualified by an order of the Court under Section 203 of the Act; or
- (f) he is removed in pursuance of Section 284 of the Act; or
- (g) he (whether by himself or by any person for his benefit or on his account) or any firm in which he is a partner or any private company of which he is a Director, accepts a loan or any guarantee or security for a loan, from the Company in contravention of Section 295 of the Act; or
- (h) he acts in contravention of Section 299 of the Act; or
- (i) he is convicted by a Court of an offence involving moral turpitude and is sentenced in respect thereof to imprisonment for not less than six (6) months; or
- (j) having been appointed a Director by virtue of his holding any office or other employment in the Company he ceases to hold such office or other employment in the Company; or
- (k) he resigns his office by a notice in writing addressed to the Company.

46. DIRECTOR MAY CONTRACT WITH COMPANY

A Director or his relative, a firm in which such Director or relative is a partner, or any other partner in such firm or a private company of which the Director is a shareholder or director may enter into any contract with the Company, subject to the provisions of these Articles, for the sale, purchase or supply of any goods, materials, or services, or for underwriting the subscription of any shares in, or debentures of the Company subject to the provisions of the Section 297 of the Act.

47. DISCLOSURE OF INTEREST

A 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 or interest at a meeting of the Board in the manner provided in Section 299 (2) of the Act, provided that it shall not be necessary for a Director to disclose his concern or interest in any contract or arrangement entered into or to be entered into with any other company where any of the Directors of the Company or two or more of them together holds or hold not more than two percent (2%) of the paid up share capital in any such other company.

48. GENERAL NOTICE OF INTEREST

A general notice given to the Board by the Director to the effect that he is a Director or shareholder of specified body corporate or is a shareholder of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may after the date of the notice be entered into with that body corporate or firm shall be deemed to be a sufficient disclosure of concern or interest in relation to any contract or arrangement so made. Any such general notice shall expire at the end of the financial year in which it is given but may be renewed for a further period of one financial year in which it would have otherwise expired. No such general notice, and no renewal thereof shall be of effect unless, either it is given at a meeting of the Board or the Director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.

49. INTERESTED DIRECTORS NOT TO PARTICIPATE OR VOTE IN BOARD'S PROCEEDINGS

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 interested 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, provided however, that nothing herein contained shall apply to:

- (a) any contract of indemnity against any loss which the Directors or anyone or more of them, may suffer by reason of becoming or being sureties or a surety for the Company;
- (b) any contract or arrangement entered into or to be entered into with a public company or a private company which is a subsidiary of a public company in which the interest of the Director consists solely;
- (c) in his being:
 - i) a director of such company, and
 - ii) the holder of not more than shares of such number or value therein as is requisite to qualify him for appointment as a Director thereof, he having been nominated as such director by the company; or
- (d) in his being a shareholder holding not more than two percent (2%) of its paid up share capital of such company.

50. REGISTER OF CONTRACTS IN WHICH DIRECTORS ARE INTERESTED

The Company shall keep a register in accordance with Section 301(1) of the Act and shall within the time specified in Section 301(2) of the Act, enter therein such of the particulars as may be relevant having regard to the application thereto of Section 297 or Section 299 of the Act as the case may be. The register aforesaid shall also specify, in relation to each Director of the Company the names of the bodies corporate and firms of which notice has been given by him under Article 48. The register shall be kept at the office of the Company and shall be open to inspection at such office, and extracts may be taken therefrom and copies thereof may be required by any shareholder of the Company to the same extent, in the same manner and on payment of the same fee as in the case of register of members of the Company and the provisions of Section 163 of the Act shall apply accordingly.

51. DIRECTORS MAY BE DIRECTORS OF COMPANIES PROMOTED BY THE COMPANY

Subject to the provisions of Articles 61 and 62, a Director may be or become a Director of any company promoted by the Company or in which it may be interested as vendor, shareholder or otherwise, and no such Director shall be accountable for any benefits received as a director or shareholder of such company except in so far as Section 309(6) or Section 314 of the Act as may be applicable.

52. RETIREMENT OF DIRECTORS BY ROTATION

Subject to the provisions of Article 38 and 39, at every Annual General Meeting, one third of such of the Directors for the time being as are liable to retire or if their number is not three or a multiple of three, the number nearest to one third shall retire from office.

53. DETERMINATION OF DIRECTORS RETIRING BY ROTATION AND FILLING OF VACANCIES

Subject to the provisions of Articles 33 and 34 and Section 256(2) of the Act, the Directors to retire by rotation under Article 52 at every Annual General Meeting shall be those who have been longest in office since their last appointment but as between persons who become Directors on the same day, those who are to retire, shall, in default of and subject to any agreement among themselves, be determined by lot.

54. ELIGIBILITY FOR RE - ELECTION

A retiring Director shall be eligible for re election.

55. COMPANY TO APPOINT SUCCESSORS

Subject to the provisions of Article 34 and Section 258 of the Act, the Company at the Shareholders' Meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto.

56. PROVISION IN DEFAULT OF APPOINTMENT

56.1. If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

56.2. If at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been reappointed at the adjourned meeting unless:

- (a) at that meeting or at the previous meeting resolution for that reappointment of such Director has been put to the meeting and lost;
- (b) the retiring Director has, by a notice in writing addressed to the Company or its Board, expressed his unwillingness to be re appointed;
- (c) he is not qualified or he is disqualified for appointment;
- (d) a resolution, whether special or ordinary, is required for the appointment or re appointment by virtue of any provisions of the Act; or
- (e) the proviso to sub section (2) of Section 263 of the Act is applicable to the case.

57. COMPANY MAY INCREASE OR REDUCE THE NUMBER OF DIRECTORS

Subject to the provisions of these Articles, including Article 34 and Section 259 of the Act, the Company may by ordinary resolution, from time to time, increase or reduce the number of Directors, and may (subject to the provisions of Section 284 of the Act) remove any Director before the expiration of his period of office and appoint another qualified Person in his place. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

58. NOTICE OF CANDIDATE FOR OFFICE OF DIRECTOR EXCEPT IN CERTAIN CASES

58.1. No person not being a retiring Director, shall be eligible for appointment to the office of the Director at any Shareholders' Meeting unless he or some shareholders intending to propose him has, not less than fourteen (14) days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such shareholders to propose him as a candidate for that office along with a deposit of five hundred rupees which shall be refunded to such person or, as the case may be, to such shareholder, if the person succeeds in getting elected as a Director.

58.2. Every person (other than a director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 257 of the Act signifying his candidature for the office of a Director) proposed as a candidate for the office of Director shall sign and file with the Company, the consent in writing to act as a Director, if appointed.

59. REGISTER OF DIRECTORS, ETC. AND NOTIFICATION OF CHANGE TO REGISTRAR

The Company shall keep at its office a register containing the particulars of its Directors, Managing Directors, Managers and other persons mentioned in Section 303 of the Act, and shall otherwise comply with the provisions of the said Section in all respect.

60. REGISTER OF SHARES OR DEBENTURES HELD BY DIRECTORS

The Company shall in respect of its Director also keep at its office a register, as required by Section 307 of the Act and shall otherwise duly comply with the provisions of the said Section in all respects.

61. DISCLOSURE BY DIRECTOR OF APPOINTMENT TO ANY OTHER BODY CORPORATE

Every Director (including a person deemed to be a Director by virtue of the Explanation to sub section (1) of Section 303 of the Act), Managing Director, Manager, or Secretary of the Company shall within twenty (20) days of his appointment to any of the above office in any other body corporate, disclose to the Company the particulars relating to his office in the other body corporate which are required to be specified under sub section (1) of Section 303 of the Act.

62. DISCLOSURE BY A DIRECTOR OF HIS HOLDING OF SHARES AND DEBENTURES OF THE COMPANY, ETC.

Every Director and every person deemed to be a Director of the Company by virtue of sub section (10) of Section 307 of the Act shall give notice

to the Company of such matters relating to himself as may be necessary for the purpose of enabling the Company to comply with the provisions of that section.

63. MANAGEMENT

- 63.1. Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its members as Managing Director or Managing Directors of the Company upon such terms and conditions as the Board thinks fit, and the Board may by resolution vest in such Managing Director or Managing Directors 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 the Managing Director or Managing Directors 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 and shall be subject to such limitations as may be prescribed by the Act. The Directors may whenever they appoint more than one Managing Director, designate one or more of them as "Joint Managing Director" or "Joint Managing Directors" or "Deputy Managing Director" or "Deputy Managing Directors", as the case may be, and accordingly the expression "Managing Director" shall also include and be deemed to include "Joint Managing Director" or "Deputy Managing Director" as the case may be.
- 63.2. The Managing Director or Managing Directors who are in the whole time employment of the Company shall subject to supervision and control of the Board of Directors, exercise such powers as are vested in them by the Board.
- 63.3. The Company shall not appoint or employ, or continue the appointment or employment of a person as its Chairman or Managing or Whole time Director who,
- (a) is an un-discharged insolvent, or has at any time been adjudged an insolvent;
 - (b) suspends, or has at any time suspended payment to his creditors, or makes, or has at any time made, a composition with them; or
 - (c) is, or has at any time, been, convicted by a Court of an offence involving moral turpitude.
- 63.4. If Executive Chairman, Vice Chairman or Managing Director ceases to hold the office of Director, he shall ipso facto and immediately cease to be a Chairman, Vice Chairman or a Managing Director.
- 63.5. Subject to the provisions of the Act and these Articles, the Managing Director or Managing Directors shall not while he or they continue to hold that office, be subject to retirement by rotation.

64. BOARD MEETINGS

The Board of the Company will meet not less than once a quarter. The Board Meeting of the Company shall be held in Bhopal, Mumbai or any other location as may be agreed by the Directors and the Company shall ensure that the Board Meeting of the Subsidiaries shall be held at the place where the respective registered office of the Subsidiary is situate or at any other location approved by the Directors of the Subsidiary.

65. QUORUM FOR BOARD MEETINGS

Subject to the terms set out in these Articles and the provisions of the Act, two (2) Directors or 1/3rd of its total strength (any fraction in that one-third being rounded off as one) whichever is higher would constitute a quorum for the Board Meetings of the Company. In the absence of a valid quorum at a Board Meeting, such a Board Meeting shall be adjourned to the same place and time seven (7) days later. If at the adjourned meeting also a valid quorum is not present, then the Directors present at such meeting shall be deemed to be the valid quorum and the Board Meeting shall continue and proceed with its agenda, subject to their being a valid quorum as per the provisions of the Act. .

66. NOTICE OF BOARD MEETINGS

A meeting may be called by the Chairman of the Board of the Company or any one (1) other Director giving notice in writing to the company secretary specifying the date, time and agenda for such meeting. The company secretary of the Company, shall upon receipt of such notice give a copy of such notice to all Directors of such meeting, accompanied by a written agenda specifying the business of such meeting and copies of all papers relevant for such meeting. The Company shall ensure that sufficient information is sent with such notice to the Directors to enable each Director to make a decision on the issue in question at such meeting. Not less than a minimum seven (7) days' prior written notice shall be given to each Director of any Board Meeting of the Company or the Subsidiary, as the case may be, accompanied by the agenda for the Board meeting (unless all the Directors shall have given written approval for a meeting called at shorter notice). The quorum for the Board Meeting of the Company shall be in accordance with these Articles including Articles 65 herein above.

67. VOTING AT BOARD MEETINGS

- 67.1. At any Board Meeting, each Director may exercise one (1) vote. The matters shall be decided in the manner set out in Article 69 herein below.
- 67.2. If permitted by the Act, the Directors may participate in Board Meetings by telephone or video conferencing or any other means of contemporaneous communication, provided each person taking part in the meeting is able to hear each other person taking part and provided further that each Director must acknowledge his presence for the purpose of the meeting and any Director not doing so shall not be entitled to speak or vote at the meeting. The Parties acknowledge, however, that, as of the date hereof, the Act does not presently deem such participation to constitute presence "in person" for purposes of quorum.

68. DECISION BY CIRCULATION

A written resolution circulated to all the Directors or members of committees of the Board, whether in India or overseas and signed by a majority of them as approved, shall (subject to compliance with the relevant requirements of the Act) be as valid and effective as a resolution duly passed at a meeting of the Board or committee of the Board, called and held in accordance with these Articles (provided that it has been circulated in draft form, together with the relevant papers, if any, to all the Directors).

69. DECISIONS AT BOARD MEETINGS

Subject to any additional requirements under the Act and these Articles, at a duly called Board Meeting, all decisions shall be taken by a simple majority the affirmative vote greater than fifty percent (50%) of the Directors present at a meeting duly called and for which requisite quorum is present as required under these Articles or under the Act, as the case may be.

70. DAY-TO-DAY MANAGEMENT

The day to day management of the Company shall be delegated by the Board to the Managing Director, who shall exercise such powers as may be delegated by the Board of Directors subject to its overall supervision and control.

71. POWERS OF THE BOARD MEETING

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 discretion which by or under the Act or these Articles are for the time being vested in or exercisable by the Board generally.

72. DIRECTORS MAY APPOINT COMMITTEE

- 72.1. Subject to the provisions of these Articles, and the restrictions contained in Section 292 of the Act the Board may delegate any of its powers to committees of the Board consisting of such member or members of its body as it thinks fit, and it may from time to time revoke and discharge any such committee of the Board either wholly or in part and either as to persons or purposes, but every committee of the Board so formed shall in the 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 the like force and effect as if done by the Board.
- 72.2. The Company shall have a separate executive committee of the Board of Directors consisting of such number of Directors and such personnel of the Company as may be deemed necessary by the Board of Directors of the Company (the "**Executive Committee**"). The Executive Committee will meet every month or at any time as the Directors deem necessary to, inter alia, discuss the ongoing business developments of the Company.
- 72.3. The Company shall have a separate transfer committee of the Board of Directors and of its Subsidiaries consisting of such number of Directors and such personnel of the Company as may be deemed necessary by the Board of Directors of the Company (the "**Transfer Committee**"). The Transfer Committee shall maintain the records of the various Transfers of the Equity Shares made by the shareholders of the Company and/or the Subsidiaries.

73. MEETING OF COMMITTEE HOW TO BE GOVERNED

The meeting and proceedings of any such Committee of the Board shall be governed by the provisions herein contained for regulating the meeting and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors.

74. ACTS OF BOARD OR COMMITTEE VALID NOTWITHSTANDING INFORMAL APPOINTMENT

All acts done by any meeting of the Board or by a committee of the Board, or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or persons 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 provisions contained in the Act or in these Articles, be 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 terminated.

75. MINUTES OF BOARD MEETINGS

- 75.1. The Company shall cause minutes of all proceedings of every meeting of the Board and Committee thereof to be kept by making within thirty (30) days of the conclusion of every such meeting entries thereof in books kept for that purpose with their pages consecutively numbered.
- 75.2. Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the said meeting or the Chairman of the next succeeding meeting.
- 75.3. In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.
- 75.4. The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
- 75.5. All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meeting.
- 75.6. The minutes shall also contain:
- (a) the names of the Directors present at the meeting; and
 - (b) in the case of each resolution passed at the meeting, the names of the Directors, if any, dissenting from or not concurring in the resolution.
- 75.7. Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.

76. POWERS OF THE BOARD

Subject to the provisions of the Act and these Articles, the control of the Company shall be vested in the Board who shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorised to exercise and to do provided that the Board shall not exercise any power or do any act or thing which is directed or required whether by the Act or in other statute or by the Memorandum of Association of the Company or by these Articles or otherwise to be exercised or done by the Company in general meeting provided further that in exercising any such power or doing any such act or things, the Board shall be subject to the provisions in that behalf contained in the Act or in any other Act or in the Memorandum of Association of the Company or these Articles or any regulations not inconsistent therewith and duly made thereunder including regulations made by the Company in General Meeting but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if those regulations had not been made.

77. DIVIDENDS

- 77.1. Subject to the provisions of these Articles and subject to the rights of the shareholders entitled to shares (if any) with preferential or social rights attached thereto, the profits of the Company which it shall, from time to time, determine to divide in respect of any year or other period shall be applied in the payment of a dividend on the Equity Shares of the Company but so that a partly paid-up share shall only entitle the holder with respect thereto to such proportion of the distribution upon a fully paid-up share as the amount paid thereon bears to the nominal amount of such share and so that where capital is paid-up in advance of calls upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest, confer a right to participate in profits.
- 77.2. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and may fix the time for payment.
- 77.3. No larger dividend shall be declared than is recommended by the Directors but the Company in General Meeting may declare a smaller dividend.

- 77.4. No dividend shall be payable except out of the profits of the Company of the year or any other undistributed profits and no dividend shall carry interest as against the Company.
- 77.5. Where any assets, business or property is bought by the Company as from a past date upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits and losses, as the case may be, shall, at the discretion of the Directors, be so credited or debited wholly or in part to the profit and loss account and in that case the amounts so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company and available for dividend accordingly. If any shares or securities are purchased with dividend or interest, such dividend or interest when paid may at the discretion of the Directors be treated as revenue and it shall not be obligatory to capitalize the same or any part thereof.
- 77.6. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.
- 77.7. The Directors may from time to time pay to the members such interim dividends as in their judgement the position of the Company justifies.
- 77.8. The Directors may retain dividends on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
- 77.9. Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the members, be set off against the call.
- 77.10. No shareholder 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 member all sums of money of due from him to the Company.
- 77.11. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.
- 77.12. 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 or in case of joint-holders to that one of them first named in the register of members in respect of the 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 transmission 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. If several persons are registered as joint-holders of any shares, any one of them can give effectual receipts for any dividends or other moneys payable in respect thereof. No unclaimed dividend shall be forfeited before the claim thereto becomes barred by law. The Directors may annul such forfeiture and pay any such dividend.
- 77.13. Where the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration, transfer the total amount of dividend which remains unpaid or unclaimed within the said period of 30 days, to a special account to be opened by the Company in that behalf in any scheduled bank, to be called "Unpaid Dividend Account". Any money transferred to the unpaid dividend account of a Company which remains unpaid or unclaimed for a period of seven (7) years from the date of such transfer, shall be transferred by the Company to the Fund known as Investor Education and Protection Fund established under section 205C of the Act. No unclaimed or unpaid dividend shall be forfeited by the Board.

78. CAPITALISATION

- 78.1. Subject to the provisions of these Articles the Company may at any General Meeting resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of any reserve or reserves or any capital redemption reserve fund or in the hands of the Company and available for dividend or representing premiums received on the issue of shares and standing to the credit of the share premium account be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend. The distribution shall be made in the same proportion on the footing that they become entitled thereto as capital. All or any part of such capitalized fund may be applied on behalf of such shareholders in paying up in full any unissued shares, debentures or debenture-stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum. Provided that any sum standing to the credit of a share premium account or a capital redemption reserve fund may for the purpose of this Article only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.
- 78.2. A General Meeting may resolve that any surplus moneys arising from the realisation of any capital assets of the Company or any investment representing the same or any other undistributed profits of the Company not subject to charge for income-tax, be distributed among the members on the footing that they receive the same as capital.
- 78.3. For the purpose of giving effect to any resolution under the preceding two Articles the Board may settle any difficulty which may arise in regard to the distribution as they think expedient and in particular may issue fractional certificates and may fix the value for distribution of any specific assets and may determine what cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Board. Where requisite a proper contract shall be filed in accordance with Section 75 of the Act and the Board may appoint any person to sign such contract on behalf of the Persons entitled to the dividend or capitalised fund and such appointment shall be effective.

79. BOOKS AND DOCUMENTS

- 79.1. The Company shall, and the Company shall cause its Subsidiaries and Affiliates to, keep proper, complete and accurate books of account in rupees in accordance with Indian accounting standards. Further, the Directors shall cause to be kept proper books of accounts in accordance with Section 203 of the Act with respect to:
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place;
 - (b) all sales and purchases of goods by the Company; and
 - (c) the assets and liabilities of the Company.
- 79.2. The books of accounts shall be kept at the Office or subject to the proviso to Section 209 of the Act at such other place as the Directors think fit and shall be open to inspection by the Directors during the business hours.
- 79.3. The Directors shall from time to time determine whether and to what extent and at what time and places and under what conditions of regulations

the accounts and books of the Company or any of them shall be open to the inspection of the members not being Directors and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Directors.

79.4. The Directors shall from time to time in accordance with Sections 210, 215, 216, 217 and 221 of the Act, cause to be prepared and to be laid before Company in General Meeting such profit and loss accounts, balance sheet and as are referred to in those Sections.

79.5. A copy of every such profit and loss account and balance sheet (including the auditor's report and every other document required by law to be annexed or attached to the balance sheet) shall, at least twenty-one (21) days before the same are to be laid before the members, be sent to the shareholders of the Company, to holders of debentures issued by the Company (not being debentures which ex facie are payable to the bearer thereof), to trustees for the holders of such debentures and to all persons entitled to receive notices of General Meetings of the Company.

80. AUDIT

80.1. The auditors of the Company shall be appointed and their rights and duties regulated in accordance with Sections 224 and 233 of the Act and these Articles.

80.2. Every account of the Company when audited and approved by General Meeting shall be conclusive except as regards any error discovered therein within three (3) months next after the approval thereof. When any such error is discovered within that period the accounts shall forthwith be corrected and thenceforth shall be conclusive.

81. CODE OF CONDUCT

The Board shall lay down a code of conduct for all the Board members and the senior management of the Company. All members of the Board and the senior management shall affirm compliance with the code of conduct on an annual basis.

82. COMMON SEAL

82.1. The Board shall provide a common seal for the purpose of the Company and shall have powers 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 and in the presence of a Director of the Company or some other person appointed by the Directors for the purpose. 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.

82.2. Every Deed or other instruments to which the Seal of the Company is required to be affixed shall be invalid unless the same is signed by one Director or some other person appointed by the Board for the purpose, provided nevertheless that certificate of shares may be sealed in accordance with the provisions of the Companies (Issue of Share Certificates) Rules, 1960 or the statutory modification or re-enactment thereof for the time being in force.

83. DOCUMENTS AND NOTICE

83.1. A document or notice may be served or given by the Company on any member or an officer thereof either personally or by sending it by post to him to his registered address or (if he has no registered address in India) to the address if any within India supplied by him to the Company for serving documents or notices on him.

83.2. Where a document or notice is sent by post service of the document or notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the document or notice, provided that where a member has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member and such service shall be deemed to have been effected in the case of a notice of a meeting at the expiration of forty-eight hours after the letter containing the document or notice is posted and in any other case at time at which the letter would be delivered in the ordinary course of post.

83.3. A document or notice advertised in a newspaper circulating in the neighbourhood of the Office shall be deemed to be duly served or sent on the day on which the advertisement appears on or to every member who has no registered address in India and has not supplied to the Company any address within India for the service of documents on him or sending of notice to him.

83.4. A document or notice may be served or given by the Company on or to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a pre-paid letter addressed to him 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 person claiming to be so entitled or (until such an address has not so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.

83.5. Documents or notice of every General Meeting shall be served in same manner hereinbefore authorised on or to (a) every member (b) every person entitled to a share. In consequence of the death or insolvency of a member and (c) the auditor or auditors for the time being of the Company.

83.6. 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 each share received by him prior to his name and address being entered on the register of members, if it is duly served on the person from whom he derives his title to such Equity Share.

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

83.8. All documents or notices to be served or given by members on or to the Company or any officer thereof shall be served or given by sending them to the Company or officer at the Office by post under a certificate of posting or by registered post or by leaving it at the Office.

84. AUTHENTICATION OF DOCUMENTS

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 authorised officer of the Company and need not be under its Seal.

85. WINDING UP

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 amongst the members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of the kind or not) and may for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may with the like sanction vest the whole or any part of such assets in trustees upon such trust for the benefit of the contributories as the liquidator, with the like sanction, shall be compelled to accept on shares or other securities whereon there is any liability.

86. INDEMNITY AND RESPONSIBILITY

86.1. Subject to the provisions of Section 201 of the Act every Director, Manager, officer or servant of the Company or any Person (whether an officer of the Company or not) employed by the Company as auditor shall be indemnified out of the funds of the Company against all claims, costs, charges, losses and damages which any such Person, may incur or become liable to, by reason of any contract entered into or act or thing done in the execution or discharge of his duties or supposed duties (except such if any, he shall incur or sustain through or by his own willful act, neglect or default) including against all liabilities incurred by him as such director, manager, officer or auditor in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted to him by the Court.

86.2. Subject to the provisions of the Act, no Director, Auditor or other officer of the Company shall be liable for the act, receipts, neglects or defaults of any other Director or officer or for joining in any receipt or other get for conformity for any loss or expenses happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Director for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damages arising from the bankruptcy, insolvency or tortious act of any person, firm or company to or with whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgment, omission, default or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in relation to the execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonesty.

87. WAIVER

In the event any requirement or condition as stipulated in these Articles are waived or amended in the manner as mutually agreed by shareholders by passing a special resolution, then such requirement or condition as set out in these Articles shall also be deemed to have been waived or amended to that extent.

We the several persons, whose names, addresses and descriptions are subscribed here under are desirous of being formed into a company in pursuance of this Articles of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names: -

Sr. No.	Names & Addresses description & Occupation of Subscribers	No. of Equity shares taken by each Subscriber	Signature of Subscribers	Name/Address description & Occupation of Witness
1.	Shri NAGENDRA MOHAN SHUKLA, S/o Shri Viswanath Shukla, E-7/50, Arera Colony, Bhopal.	100 (One Hundred)	- sd -	Witness to the signature of all subscribers. Sd/ - Navin K.Gupta S/o Shri M.L.Gupta Dal Bazar Gwalior (M.P.) Chartered Accountant in Practice
2.	Smt. PRAKRITI SHUKLA, C/o Shri N.M.Shukla, E-7/50 Arera Colony, Bhopal.	100 (One Hundred)	- sd -	
3.	Shri RAMESH CHANDRA AGARWAL S/o Late Shri D.P. Agarwal, E-1/79, Arera Colony, Bhopal.	100 (One Hundred)	- sd -	
4.	Shri PRADYUMNA G. MISHRA, S/o Dr. Gopal Krishna Mishra, B/122, Alkapuri, BHEL, Bhopal.	100 (One Hundred)	- sd -	
5.	Shri K. RAMASUBBU, S/o S. Kalimuthu, 226, C, C Sector, Indrapuri, Bhopal.	100 (One Hundred)	- sd -	
6.	Shri KRISHAN GUPTA, S/o late Sri M.P. Gupta, Goshapura No.1, Gwalior.	100 (One Hundred)	- sd -	
7.	Shri VISHNU PRASAD GARG, S/o Shri Babulal Garg, 1, Usha Colony Gwalior.	100 (One Hundred)	- sd -	
	TOTAL	700		

Date: 09/10/1995

ATTENDANCE SLIP

D. B. Corp Limited

Regd. Office: Plot No. 280, Sarkhej - Gandhinagar Highway, Near YMCA Club, Makarba, Ahmedabad - 380051 (Gujarat)

16th ANNUAL GENERAL MEETING

Please fill this attendance slip and hand it over at the entrance of the venue of the meeting. Joint Holders may obtain additional Attendance Slip on request.

* DP Id No..... * Client Id No..... Regd. Folio No.....	Name and Address of Member/s:	No. of Shares held:
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I / We hereby record my / our presence at the 16th Annual General Meeting of the Company being held on Wednesday, September 5, 2012 at 4.00 p.m. at the Registered Office of the Company at Plot No. 280, Sarkhej - Gandhinagar Highway, Near YMCA Club, Makarba, Ahmedabad - 380051 (Gujarat).

Signature of the Member/Proxy

*Applicable to members holding shares in electronic form

-----Please tear here-----

PROXY FORM

D. B. Corp Limited

Regd. Office: Plot No. 280, Sarkhej - Gandhinagar Highway, Near YMCA Club, Makarba, Ahmedabad - 380051 (Gujarat)

16th ANNUAL GENERAL MEETING

* DP Id No..... * Client Id No..... Regd. Folio No.....	Affix Re.1 Revenue Stamp
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I/We of.....being a member/members of D. B. Corp Limited, hereby appoint of.....or failing him..... of as my/our Proxy to vote for me/us and on my/our behalf at the **16th Annual General Meeting** of the Company to be held on Wednesday, September 5, 2012 at 4.00 p.m. at the Registered Office of the Company at Plot No. 280, Sarkhej-Gandhinagar Highway, Near YMCA Club, Makarba, Ahmedabad - 380051 (Gujarat) and/or at any adjournment/s thereof.

Signature of the Member

Signed this.....day of....., 2012

*Applicable to members holding shares in electronic form

Note: The Proxy in order to be effective should be duly stamped, completed and signed and must be deposited at the Registered Office of the Company not less than 48 hours before the time for holding the aforesaid meeting. The Proxy need not be a member of the Company.

D. B. CORP LIMITED

Regd. Off: Plot No. 280, Sarkhej Gandhinagar Highway, Near YMCA Club, Makarba, Ahmedabad - 380 051 (Gujarat)

Despatch of Annual Report and Other documents through Electronic mode

To the Member,

As you may be aware, The Ministry of Corporate Affairs (MCA), Government of India, vide its Circular Nos. 17/2011 and 18/2011 dated April 21, 2011 and April 29, 2011 respectively, has allowed Companies to send official documents including Annual Reports to their shareholders electronically as part of its "Green Initiative in Corporate Governance".

As a step in the direction of the Green Initiative of the MCA, your company had written to all the members on May 27, 2011 appealing to register their e-mail addresses for such electronic delivery. On receipt of their response, the Company sent the Annual Report for the Financial Year ended 31st March, 2011 and the notice convening the 15th Annual General Meeting to the members through e-mail to those who opted for electronic delivery.

On the same lines, the Annual Report for the Financial Year ended 31st March, 2012 and the notice convening the 16th Annual General Meeting are sent herewith in electronic mode to you.

Kindly note that physical copies of the said Annual Report and the Notice are sent to those members who have specifically intimated the Company in this regard and also to those members who have not yet registered their e-mail addresses for such electronic delivery.

We appeal all members who have not yet registered their e-mail address to register it and opt for electronic delivery and contribute their small share to the noble cause of "Green Initiative". Kindly fill-up the form given herebelow and send to us.

The said Annual Report for the year ended 31st March, 2012 and Notice convening the 16th Annual General Meeting are also available on the Company's website "www.bhaskarnet.com".

For D. B. Corp Limited

Place: Mumbai
Date: July 19, 2012

Anita Gokhale
Company Secretary

D. B. CORP LIMITED

Regd. Off: Plot No. 280, Sarkhej Gandhinagar Highway, Near YMCA Club, Makarba, Ahmedabad - 380 051 (Gujarat)

E-COMMUNICATION REGISTRATION FORM

(As per circular nos. 17/2011 dated 21.04.2011 and 18/2011 dated 29.04.2011 issued by the Ministry of Corporate Affairs)

Folio No. / DP ID & Client ID :

Name of First Registered Holder :

Name of Joint Holder(s) :

Registered Address :

E-mail ID (to be registered) :

I / We, shareholders of D. B. Corp Limited, agree to receive all communication from the company in electronic mode. Please register my above mentioned e-mail id in your records for sending communication through e-mail.

Dated:

Signature.....

(First Holder)

Notes:

1. On registration, all the communication will be sent to the e-mail id registered for the folio.
2. Shareholders are requested to keep the Company/Depository Participants informed as and when there is any change in the e-mail address.