

04.09.2018

To,  
The Director (Industry – EIA),  
Ministry of Environment and Forest & Climate Change  
Indira Paryavaran Bhawan,  
Jorbagh road, Aliganj  
New Delhi – 110 003

Dear Sir,

**Subject:** EDS reply raised during 38<sup>th</sup> EAC (Industry-II) meeting held on 25-27 June 2018 for Bifurcation of EC from M/s Southern Petrochemical Industries Corporation Ltd to M/s Green star fertilizer Limited: Environmental Clearance—J-11011/171/2007-IA II (I) dated 5th March 2008

#### Reference

1. Agenda for 38<sup>th</sup> EAC (Industry-II) meeting held on 25-27 June 2018  
F. No. J-11011/620/2009 IA-II (I)
2. Agenda Item No. : 38.6.5 Expansion of Urea and DAP by M/s Southern Petrochemical Industries Corporation Ltd at Southern Petrochemical Fertilizers Complex (SPIC), Tuticorin (Tamil Nadu) - Bifurcation of EC [IA/TN/IND2/73840/2007, J-11011/171/2007-IA II (I)]

With reference to the deliberations in 38<sup>th</sup> meeting of EAC, Industry II on 27<sup>th</sup> June, 2018, EAC suggested for the transfer of Environmental clearance F. No. J-11011/620/2009 IA-II (I) dated 18.03.2010, we have already applied for the transfer of Environmental clearance F. No. J-11011/620/2009 IA-II (I) dated 18.03.2010 " Installation of Single super phosphate " in favour of m/s.Greenstar Fertilizers Limited.

Further to the deliberations of the said EAC meeting we here by submitting our application for bifurcation of Environmental clearance J-11011/171/2007-IA II (I) dated 05.03.2018 in to M/s

Southern Petrochemical Industries Corporation Limited

(CIN: L11101TN1969PLC005778)

Factory: SPIC Nagar, Muthiahpuram Post, Tuticorin 628 005 Tamilnadu, India

Phone : +91 (0461) 2244111 / 2355401 | Fax: +91 (461) 2355588 | Email: spiccorp@spic.co.in | www.spic.in

SPIC and Greenstar fertilizers Limited for the products with business agreement and necessary enclosures .

We request your honour to bifurcate the proposal J-11011/171/2007-IA II (I) dated 05.03.2018 into M/s SPIC and Greenstar fertilizers Limited at the earliest please.

Regards,

*Balu-E  
04/09/2018*

For Southern Petrochemical Industries Corporation Limited

Enclosure

1. 38<sup>th</sup> EAC meeting MOM- dated 25-27 june 2018
2. EC letter issued on 05.03.2008
3. Business transfer agreement
4. Board resolution of SPIC and GSFL
5. Affidavit By Transferee (by Greenstar)
6. NOC By Transferor (by SPIC)
7. MOA and Certificate of Incorporation of SPIC
8. MOA and certificate of Incorporation of Greenstar

# **Annexure 1**

**Minutes of the 38<sup>th</sup> Expert Appraisal Committee (Industry-2) Meeting held during 25-27 June, 2018 at Indira Paryavaran Bhawan, Jor Bagh Road, Ministry of Environment, Forest and Climate Change, New Delhi - 3**

**Day one - 25<sup>th</sup> June, 2018**

**38.1 Opening Remarks by the Chairman**

**38.2 Confirmation of minutes of the 37<sup>th</sup> meeting of the EAC (Industry-2) held on 29-31 May, 2018 at Indira Paryavaran Bhawan, New Delhi.**

The EAC, having taken note that no comments were offered on minutes of its 37<sup>th</sup> meeting held on 29-31 May, 2018 at New Delhi, confirmed the same except that in respect of Agenda No.37.3.10 in view of the representation from the project proponent in this regard. Accordingly, the said agenda item was taken up for deliberations/correction in minutes of the meeting.

**Agenda No.37.3.10**

**Laying of Anjar - Chotila Natural Gas transportation pipeline project with associated facilities from Anjar (District Kutch) to Chotila (District Surendranagar), Gujarat by M/s Gujarat State Petronet Limited**

**[IA/GJ/IND2/53487/2016, J-11011/144/2016- IA II(I)]**

The proposal environmental/CRZ Clearance to the project for laying 36/30" Natural Gas transportation pipeline from Anjar (Kutch) to Chotila (Surendranagar) covering approx. length 196.14 km with associated facilities by M/s Gujarat State Petronet Limited (Gujarat), was considered in the EAC meeting held on 29-31 May, 2018 and the Committee recommended project for grant of environmental clearance. The project proponent vide e-mail dated 11<sup>th</sup> June, 2018 has requested for correction in specific terms and conditions.

*The terms and conditions suggested by the Committee for environmental safeguards while recommending the proposal earlier shall be modified as below:*

- *Stage-I forest clearance for diversion of forest land for non-forestry purposes as required under the Forest (Conservation) Act, 1980 shall be obtained and submitted to the Ministry.*
- *Consent to Establish/Operate for the project shall be obtained from the State Pollution Control Board as required under the Air (Prevention and Control of Pollution) Act, 1981 and the Water (Prevention and Control of Pollution) Act, 1974.*
- *As already committed by the project proponent, Zero Liquid Discharge shall be ensured and no waste/treated water shall be discharged outside the premises.*
- *All terms and conditions stipulated by the State Coastal Zone Management Authority in their recommendation/NOC letter dated 4<sup>th</sup> September, 2017 shall be strictly adhered to.*
- *Necessary authorization required under the Hazardous and Other Wastes (Management and Trans-Boundary Movement) Rules, 2016 and Solid Waste Management Rules, 2016 shall be obtained and the provisions contained in the Rules shall be strictly adhered to.*
- *Total fresh water requirement shall not exceed 60 cum/day during construction phase to be met from tanker supply.*

S. No.	Para of EC	Details as per the EC	To be revised as/ read as	Justification/ reasons
1.	<b>Condition No. 11 Sub Condition: (a)</b>	Total Production of Pesticides shall include manufacturing at least 10% of bio pesticides	Additional 10% Bio Pesticides shall be manufactured along with Total production of Pesticide Technical & Intermediates.	Pesticide Technical & Intermediates Production i.e. Existing – 110 MTPM Total Proposed – 1195 MTPM + 10% Bio Pesticides – 120 MTPM  So Total Proposed after addition of Bio Pesticides = 1315 MTPM

**38.6.4.3** The EAC, after detailed deliberations, recommended the proposal for amendment in the environmental clearance dated 13<sup>th</sup> April, 2018 effecting increase in total production of pesticide technical & intermediates from 1195 TPM to 1315 TPM, including 10% of bio-pesticides.

#### **Agenda No.38.6.5**

**Expansion of Urea and DAP by M/s Southern Petrochemical Industries Corporation Ltd at Southern Petrochemical Fertilisers Complex, Tuticorin (Tamil Nadu) - Bifurcation of EC**

**[IA/TN/IND2/73840/2007, J-11011/171/2007-IA II (I)]**

**38.6.5.1** The proposal is for amendment and bifurcation of environmental clearances granted by the Ministry vide letter dated 5<sup>th</sup> March, 2008 to the project 'Expansion of Urea and Di-ammonium Phosphate' located at Southern Petrochemical Fertilizer Complex, Tuticorin (Tamilnadu) and vide letter dated 18<sup>th</sup> March, 2010 to the project 'Installation of Single Super Phosphate production unit at the downstream of existing acid plants with a capacity of 350 MTPD' at SPIC Nagar, Tuticorin (Tamil Nadu) in favour M/s Southern Petrochemical Industries Corporation (SPIC).

**38.6.5.2** The project proponent has requested for amendment and bifurcation of ECs in favour of M/s Southern Petrochemical Industries Corporation Ltd and M/s Green Star Fertilizers Limited at SPIC Nagar, Post Office Muthiahpuram S.O. Taluka Tuticorin, District Tuticorin (Tamil Nadu) with the details are as under;

S. No.	Para of EC	Details as per the EC	To be revised/read as		Justification/ reasons
			M/s Southern Petrochemical Industries Corporation Ltd	M/s Green Star Fertilizers Limited	
1.	<b>Para-2</b> of EC dated 5 <sup>th</sup> March	<b>M/s Southern</b>	Urea – 6,20,400	Di-Ammonium	As company

	2008 (F. No. J-11011/171/2007 IA-II (I))	<b>Petrochemical Industries Corporation Ltd.</b> proposes to enhance the capacity of Urea, Phosphatic Fertilizers and Aluminium Fluoride through de-bottlenecking.	MTPA	Phosphate – 6,06,100MTPA Aluminium Fluoride - 10,000 MTPA	has bifurcated in to SPIC & Greenstar
2.	<b>Para-3</b> of EC dated 5 <sup>th</sup> March 2008 (F. No. J-11011/171/2007 IA-II (I))	Marine outfall system	Marine outflow system to dispose off effluents has also been installed as part of the process optimization and treated effluent as being discharged at the rate of 720 KLD against the Consented Quantity of 6200 KLD		As company has bifurcated in to SPIC & Greenstar
3.	<b>Para-3</b> of EC dated 5 <sup>th</sup> March 2008 (F. No. J-11011/171/2007 IA-II (I))	Hazardous Waste	<ul style="list-style-type: none"> <li>• Spent Nickel Catalyst - 14M<sup>3</sup>/yr</li> <li>• Spent COMOX catalyst -3M<sup>3</sup>/yr</li> <li>• Spent Iron catalyst – 20 M<sup>3</sup>/yr</li> <li>• Spent ZnO Catalyst – 4 M<sup>3</sup>/Yr</li> <li>• Used Oil – 30 KL/Yr</li> </ul>	<ul style="list-style-type: none"> <li>• Spent Vanadium Pentoxide Catalyst -5 M<sup>3</sup>/yr</li> </ul>	<i>As company has bifurcated in to SPIC &amp; Greenstar</i>
4.	<b>Para-3</b> of EC dated 5 <sup>th</sup> March 2008 (F. No. J-11011/171/2007 IA-II (I))	Non-Hazardous solid Waste	250 Kg/d of Calcium Carbonate sludge	2.5 TPA of Sulphur Sludge	<i>As company has bifurcated in to SPIC &amp; Greenstar</i>
5.	<b>A. Specific Conditions:</b>  (iv)-EC dated 5 <sup>th</sup> March 2008 (F. No. J-11011/171/2007 IA-II (I))	<b>Emission Standard</b>		Acid mist concentration shall be within 10mg/Nm <sup>3</sup>  Recovered Hydrofluoro silicic acid	<i>As company has bifurcated in to SPIC &amp; Greenstar</i>

				from the fluorine recovery unit shall be reused in the process	
6.	<b>A. Specific Conditions:</b>  (Viii)-EC dated 5 <sup>th</sup> March 2008 (F. No. J-11011/171/2007 IA-II (I))	<b>Water Consumption</b>	Efforts shall be made for water conservation to achieve water consumption less than 8 m <sup>3</sup> /tonne of urea produced		As company has bifurcated in to SPIC & Greenstar
7.	<b>Para-2</b> of EC dated 18 <sup>th</sup> March 2010 (F. No. J-11011/620/2009 IA-II (I))	M/s <b>Southern Petrochemical Industries Corporation Ltd</b> (SPIC) have proposed for installation of a stream of SSP production unit at the downstream of existing acid plant with a capacity of 350 MTPD at SPIC Nagar, Tuticorin in Tamil Nadu.	.....	Single Super Phosphate : 350 TPD	As company has bifurcated in to SPIC & Greenstar
8.	<b>Para-2</b> of EC dated 18 <sup>th</sup> March 2010 (F. No. J-11011/620/2009 IA-II (I))	Proposed expansion will be carried within the existing unit producing Urea, DAP and Aluminium Fluoride and intermediate products such as Ammonia, Sulphuric Acid and Phosphoric Acid having plant area of 215 Acres.	461341 Sqm	556116 sq m	As company has bifurcated in to SPIC & Greenstar
9.	<b>Para-3</b> of EC dated 18 <sup>th</sup> March 2010 (F. No. J-11011/620/2009 IA-II (I))	It is noted that water requirement of 14.4 m <sup>3</sup> /Day will be met from the existing water supply scheme by Tamil Nadu Water Supply and Drainage Board (TWADB).	15178 KLD	3840 KLD	As company has bifurcated in to SPIC & Greenstar

10.	<b>Para-3</b> of EC dated 18 <sup>th</sup> March 2010 (F. No. J-11011/620/2009 IA-II (I))	Power requirement of 150 KW will be met from the existing facility (TNEB/Self Generation)	Total power requirement – 17MVA  Captive Power – 18.4 MW	Total power requirement – 7MVA  Captive Power - 6.0 MW	<i>As company has bifurcated in to SPIC &amp; Greenstar</i>
11.	<b>A. Specific Conditions:</b>  (Viii)-EC dated 18 <sup>th</sup> March 2010 (F. No. J-11011/620/2009	Greenbelt of adequate width and Density in 33% of the plant area shall be provided to mitigate the effects of fugitive emission all around the plant. The development of green belt should be in consultation with the DFO as per the CPCB Guidelines.	152643 Sq. m	283780 Sq. m	<i>As company has bifurcated in to SPIC &amp; Greenstar</i>
12	<b>A. Specific Conditions:</b>  (iii)-EC dated 18 <sup>th</sup> March 2010 (F. No. J-11011/620/2009	Emission Standard		SO <sub>2</sub> emission level shall be 1 kg/ton of 100% H <sub>2</sub> SO <sub>4</sub> produced	<i>As company has bifurcated in to SPIC &amp; Greenstar</i>

**38.6.5.3** During deliberations, the EAC noted that the proposal for bifurcation of the environmental clearance dated 5<sup>th</sup> March, 2008 was necessitated due to the business transfer agreement between M/s Southern Petrochemical Industries Corporation Ltd (SPIC) and M/s Green Star Fertilizers Limited. Accordingly, M/s SPIC shall be manufacturing Urea (620400 TPA), whereas Di-Ammonium Phosphate (606100 TPA), Single Super Phosphate (350 TPD) and Aluminium Fluoride (10000 TPA) has been vested with M/s Green Star Fertilizers Limited.

It was further informed that M/s SPIC has been in operation in a total area of 461341 sqm and M/s Green Star Fertilizers Ltd has occupied an area of 556116 sqm. This makes the total area as 1017457 sqm (251.4 acres) which is not consistent with the area mentioned in the EC dated 18<sup>th</sup> March, 2010, and needs to be clarified for proposed bifurcation of the EC.

**38.6.5.4** *The EAC, after detailed deliberations, suggested for first transfer of the environmental clearance dated 18<sup>th</sup> March, 2010 from M/s Southern Petrochemical Industries Corporation Ltd to M/s Green Star Fertilizers Limited. A separate proposal in this regard, consistent with the project details mentioned in the said EC, needs to be submitted on the Ministry's portal.*

*The proposal for bifurcation of the EC dated 5<sup>th</sup> March, 2008 only, to be submitted vis-a-vis the business agreement between the two companies.*



# **Annexure 2**

F. No. J-11011/171/2007- IA II (I)  
Government of India  
Ministry of Environment and Forests  
(I.A. Division)

Paryavaran Bhawan  
CGO Complex, Lodhi Road  
New Delhi - 110 003  
E-mail : [plahujara@yahoo.com](mailto:plahujara@yahoo.com)  
Telefax: 011 - 2436 3973  
Dated: March 5, 2008

To,

M/s Southern Petrochemical Industries Corporation Ltd.  
SPIC Nagar  
Tuticorin -628 005  
Tamil Nadu

Subject: Expansion of Urea and DAP at Southern Petrochemical Fertilisers Complex,  
Tuticorin, Tamil Nadu by M/s Southern Petrochemical Industries Corporation Ltd.  
on 'No increase in Pollution Load Basis' -Environmental Clearance Regarding.

Sir,

This is with reference to your application No. VP (FB)/5E/E-8C/07 dated the 9<sup>th</sup> February 2007 seeking environmental clearance for the above-mentioned project and subsequent letter of 31<sup>st</sup> August 2007 vide which additional information was submitted.

2. The Ministry of Environment and Forests has examined the proposal. It is noted that M/s Southern Petrochemical Industries Corporation Ltd. proposes to enhance the capacity of Urea, Phosphatic Fertilizers and Aluminum Fluoride through de-bottlenecking. Phosphatic Fertilizer capacity has been enhanced by incorporating State -of the -Art Pipe Reactor Technology and installation of additional scrubbers to reduce the emission. AFB capacity has been augmented to consume additional Fluorosilicic Acid being made available from the nearby Copper smelter. The details of the existing and proposed products are given below-

s. No.	Products	Existing Permitted Capacity (MTA)	Enhanced Capacity (MTA)
1.	Urea	5,12,000	6,20,400
2	Di-Ammonium Phosphate	4,15,000	6,06,100
3	Aluminium Fluoride	2,560	10,000

3. With the de-bottlenecking/ process optimization measures, specific consumption of naphtha, energy and water shall be reduced. Effluent discharge shall also be reduced. A new Marine outflow system to dispose off effluents has also been installed as part of the process optimization and treated effluent as being discharged at the rate of 720 KLD against the Consented Quantity of 6200 KLD. Power requirement is 24.5 MW which will be sourced from TNEB and through the CPP. Water is supplied by Tamil Nadu Water Supply and Drainage Board from Tamirabarani River. 2.5 TPA of Sulphur Sludge, 14 m<sup>3</sup>/yr of spent Nickle Catalyst, 3 m<sup>3</sup>/yr of Spent Co, Mo Spent Catalyst, 20 m<sup>3</sup>/yr of Spent Iron Catalyst, 4 m<sup>3</sup>/yr of Spent ZnO Catalyst A 5 m<sup>3</sup>/yr V2O5 catalyst, 30 Kl/yr of used oil and 700 used batteries will be generated as Hazardous waste. 250 Kg/d of Calcium Carbonate sludge will be generated from sewage sludge. The unit will shift to natural gas within next three years.

4. The project activity is listed at 5 (a) and is of 'A' Category under the Schedule of EIA Notification, 2006. Proposal has been appraised by the Expert Appraisal Committee (Industry) as per para 7(ii) of the Environmental Impact Assessment Notification, 2006 and exempted from the public hearing.

5. Based on the information submitted by you, the Ministry of Environment and Forests hereby accords environmental clearance to above project under the provisions of EIA Notification dated 14<sup>th</sup> September 2006 subject to the compliance of the following Specific and General conditions:

A. SPECIFIC CONDITIONS

- i. There shall be no addition of 'Pollution Load' due to the expansion. The unit shall shift to Natural Gas as fuel within next three years.
- ii. The gaseous emissions (SO<sub>2</sub>, NO<sub>x</sub>, NH<sub>3</sub>, Urea Dust & Fluoride) and particulate matter from various process units shall conform to the prescribed norms by the concerned authorities from time to time. At no time, the emission levels shall go beyond the stipulated standards. The stack height shall be as per the CPCB guidelines. In the event of failure of pollution control system(s) adopted by the unit, the respective unit shall not be restarted until the control measures are rectified to achieve the desired efficiency. Further, the company shall interlock the production system with the pollution control devices.
- iii. To limit various pollutants within the prescribed limits, set of dry and wet Cyclones along with a stack shall be provided. The total Particulate emission from all the plants shall be within 50 mg/NM<sup>3</sup>.
- iv. SO<sub>2</sub> emission level shall be 2 kg/T of the 100% H<sub>2</sub>SO<sub>4</sub> produced and Acid Mist concentration shall be within 10 mg/NM<sup>3</sup>. In Urea Plant, particulate emissions shall not exceed 50 mg/nm<sup>3</sup>. Monitoring of Prilling Tower shall be carried out as per the CPCB Guidelines. Recovered Hydrofluorosilicic acid from the Fluorine recovery unit shall be reused in the process.

- v. Regular monitoring of ambient air quality for SPM, RPM, SO<sub>2</sub>, NO<sub>x</sub>, NH<sub>3</sub>, Urea Dust & Fluoride shall be carried out. The location of existing ambient air quality monitoring stations shall be reviewed in consultation with the State Pollution Control Board and additional stations shall be set up, if required. It shall be ensured that stations are in the downwind directions as well as where maximum ground level concentration are anticipated.
- vi. Fugitive emissions in the bagging plant shall be controlled through two wet de-dusting systems. Urea dust laden air from various dust emission points will be sucked through and sent to the dust chambers and scrubbers. The scrubber liquor will be sent for urea recovery system and urea plant. Cyclone separators/Bag Houses will be provided at transfer points for controlling urea dust. Dust collected at these points will be reprocessed in the urea plant.
- vii. The fugitive emissions in the work zone environment, product, raw material storage area shall be regularly monitored as per the guidelines of CPCB and data shall be submitted to the concerned authorities. The fugitive emissions shall be controlled and conform to the limits prescribed by the CPCB in future.
- viii. There shall be no increase in the water consumption and waste water generation. Efforts shall be made for water conservation to achieve water consumption less than 8m<sup>3</sup>/tonne of urea produced. All discharge of waste water shall be through the Marine outflow system. No effluent arising from the process plants and associated facilities shall be discharged to the storm water drain. The quality of storm water shall be regularly monitored.
- ix. Regular monitoring of groundwater by installing piezometric wells around the guard pond and sludge disposal sites for all relevant parameters including pH, fluoride and ARSENIC shall be periodically monitored and report shall be submitted to the concerned RO of the Ministry, CPCB and State Pollution Control Board. Adequate number of influent and effluent quality monitoring stations shall be set up in consultation with the State Pollution Control Board.
- x. 2.5 TPA of Sulphur Sludge, 14 m<sup>3</sup>/yr of Spent Nickel Catalyst, 3 m<sup>3</sup>/yr of Spent Co, Mo Spent Catalyst, 20 m<sup>3</sup>/yr of Spent Iron Catalyst, 4 m<sup>3</sup>/yr of Spent ZnO Catalyst & 5 m<sup>3</sup>/yr V<sub>2</sub>O<sub>5</sub> catalyst and 250 Kg/d of Calcium Carbonate sludge shall be sent to the Secured Landfill site within the premises. 30 Kl/yr of Used oil shall be stored in leak proof steel drums for sale to registered recyclers and 700 Used batteries shall be sold to authorized reprocessors.
- xi. All safety precautions, as submitted to Ministry shall be installed and undertaken. Adequate protection measures for handling of Ammonia vapours in case of process upset condition shall be undertaken. Safety well exhaust and drains shall be connected to a separate close header from which Ammonia vapours shall be vented from vent stack after diluting the stream.

- xii. The project authorities shall strictly comply with the rules and regulations under Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989 as amended in October 1994 and January 2000 and Hazardous Wastes (Management and Handling) Rules, 2003 along with the Emergency Preparedness Rules. Authorization from the State Pollution Control Board must be obtained for collection/ treatment/ storage/ disposal of hazardous wastes, if any.
- xiii. The company shall strictly follow all the recommendations mentioned in the Charter on Corporate Responsibility for Environmental Protection (CREP).
- xiv. The company shall install rainwater harvesting systems from the rooftops of the buildings and storm water drains to recharge the ground water and use the same water for the various activities of the project to conserve fresh water.
- xv. 33% of the total land area shall be developed as green belt in consultation with DFO. The Green Belt shall be as per the CPCB Guidelines.

**B. GENERAL CONDITIONS**

- i. The project authorities must strictly adhere to the stipulations made by the concerned State Pollution Control Board and the State Government.
- ii. No further expansion or modifications in the plant shall be carried out without prior approval of the Ministry of Environment and Forests.
- iii. The project proponent shall also comply with all the environmental protection measures and safeguards recommended in the EIA/EMP report.
- iv. Industrial wastewater shall be properly collected and treated so as to conform to the standards prescribed under the Environment (Protection) Act, 1986 for Marine Discharge Norms.
- iv. The overall noise levels in and around the plant area shall be limited within the prescribed standards by providing noise control measures including acoustic hoods, silencers, enclosures etc. on all sources of noise generation.
- v. Proper House keeping and adequate occupational health programmes shall be taken up. Regular Occupational Health Surveillance Programme shall be carried and records shall be maintained properly for at least 30-40 years. The programme shall include lung function and sputum tests, besides the regular tests, once in six months. Sufficient preventive measures shall be adopted to avoid direct exposure to dust etc.
- vi. A separate environment management cell with full fledged laboratory facilities to carry out various management and monitoring functions shall be set up under the control of a Senior Executive.

- vii. Adequate funds shall be earmarked to meet the capital cost and recurring cost/annum for the environmental protection measures. The amount so earmarked shall be used judiciously to implement the conditions stipulated by the Ministry of Environment and Forests as well as the State Government. The funds so provided shall not be diverted for any other purpose.
  - viii. The company shall undertake welfare measures and community development measures for the local people in the vicinity of the project area.
  - ix. The concerned Regional Office of this Ministry / State Pollution Control Board / Central Pollution Control Board shall monitor the implementation of the stipulated conditions. Six monthly compliance status report and monitoring data along with statistical interpretation shall be submitted to them regularly and shall be placed on the Website of the Company.
  - x. The Project Proponent should advertise in at least two local newspapers widely circulated in the region around the project, one of which shall be in the vernacular language of the locality concerned informing that the project has been accorded environmental clearance by the Ministry and copies of the clearance letter are available with the State Pollution Control Board / Committee and may also be seen at Website of the Ministry and Forests at <http://envfor.nic.in>. The advertisement should be made within 7 days from the date of issue of the clearance letter and a copy of the same should be forwarded to the concerned Regional Office of the Ministry.
  - xi. The Project Authorities shall inform the Regional Office as well as the Ministry the date of financial closure and final approval of the project by the concerned authorities and the date of start of land development work.
5. The Ministry may revoke or suspend the clearance, if implementation of any of the above conditions is not satisfactory.
  6. The Ministry reserves the right to stipulate additional conditions if found necessary. The company will implement these conditions in a time bound manner.
  7. The above conditions will be enforced, inter-alia under the provisions of the Water (Prevention & Control of Pollution) Act, 1974, the Air (Prevention & Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986, the Public Liability Insurance Act, 1991, Hazardous Waste (Management & Handling) Rules, 1989 and Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989 along with their amendments and rules.

  
(Dr. P.L. Ahujara)  
Director

Copy to:

- 1 The Secretary, Environment and Forests Department, Secretariat, Chennai- 600 009, Tamil Nadu.
- 2 The Chief Conservator of Forests, Regional Office ( Southern Zone) , Ministry of Environment & Forests, Kendriya Sadan ,4<sup>th</sup> Floor , C& F Wing, 17 Main Road, II Block , Kormangla, Banglore- 560 034, Karnataka .
- 3 The Chairman, Central Pollution Control Board Parivesh Bhavan, CBD-cum-Off ice Complex, East Arjun Nagar, New Delhi - 110 032.
- 4 The Chairman, Tamil Nadu Pollution Control Board, 76, Mount Road, Mount Salai, Guindy, Chennai- 600 032, Tamil Nadu
- 5 Monitoring Cell, Ministry of Environment and Forests, Paryavaran Bhavan, CGO Complex, New Delhi.
- 6 Guard File
- 7 Monitoring File
- 8 Record File.

(Dr.P.L. Ahujarai)  
Director

# **Annexure 3**





**Southern Petrochemical Industries Corporation Limited**

Principal Office : SPIC House, 88 Mount Road, Gandy, Chennai - 600 032.

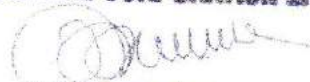
Phone : 2203 0245 Fax : 2203 2163 Grams : SOUTHPETRO Email : spiccorp@spic.co.in Website : www.spic.co.in

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CERTIFIED EXTRACT OF BUSINESS TRANSFER AGREEMENT  
BY AND BETWEEN  
SOUTHERN PETROCHEMICAL INDUSTRIES CORPORATION LIMITED  
AND  
GREENSTAR FERTILIZERS LIMITED  
19<sup>TH</sup> OCTOBER, 2011

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CERTIFIED TRUE COPY  
For SOUTHERN PETROCHEMICAL  
INDUSTRIES CORPORATION LTD



**SECRETARY.**

REGISTERED OFFICE : 73, ARMENIAN STREET, CHENNAI 600 001.

## BUSINESS TRANSFER AGREEMENT

This Business Transfer Agreement is entered into at Chennai on this 19<sup>th</sup> day of October, 2011 (this "Agreement")

### BY AND BETWEEN

**SOUTHERN PETROCHEMICAL INDUSTRIES CORPORATION LIMITED**, a public company incorporated under the Companies Act, 1956, having its registered office at 73, Armenian Street, Chennai 600 001 and its principal office at "SPIC House", 88 Anna Salai, Guindy, Chennai 600 032, (hereinafter referred to as "**Seller**", which expression shall unless repugnant to the context or meaning include its successors and permitted assigns) of the **One Part**;

### AND

**GREENSTAR FERTILIZERS LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Door No. 5, 3<sup>rd</sup> Floor, Sun Plaza, No. 19, G.N. Chetty Road, Chennai, Tamil Nadu, (hereinafter referred to as the "**Purchaser**", which expression shall unless repugnant to the context or meaning include its successors and permitted assigns) of the **Other Part**.

The Seller and the Purchaser are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**" to this Agreement.

### WHEREAS:

- A. The Seller is engaged in the manufacture and sale of nitrogenous and phosphatic fertilizers, such as urea, di-ammonia phosphate (DAP) and other complex grades of fertilizers including sulphuric acid, phosphoric acid, NPK, single super phosphate and aluminum fluoride at its fertilizer manufacturing plant located at Thoothukudi, Tamil Nadu.
- B. The Purchaser has been incorporated for the purpose of trading, manufacture of fertilizer and its allied products and distribution of imported fertilizers, micro nutrients and related products.
- C. Based on mutual representations and warranties and subject to the covenants as contained herein, the Seller has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Seller the Business Undertaking (as defined hereinafter) by way of a 'stump sale' (as defined under Section 2 (42C) of the Income Tax Act, 1961) as a going concern, for the consideration and on the terms and conditions as contained in this Agreement.
- D. The Parties now wish to enter into this Agreement to record the terms and conditions on which the Business Undertaking (as defined hereinafter) shall be transferred from the Seller to the Purchaser, and matters related thereto.

**NOW THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

#### 1. DEFINITIONS & INTERPRETATIONS

- 1.1 In this Agreement, unless repugnant to the context or meaning thereof, the following terms shall have the following meanings:

*Signature*



*Signature*

"Applicable Law" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, Permit, statutory directive, guideline, requirement or other Government restriction or any decision of or determination, interpretation or policy, having the force of law, by or of any court of law or any Government authority including any entity exercising executive, legislative, regulatory or administrative functions of or pertaining to Government, or any other Government authority, agency, department, board, commission or instrumentality, having jurisdiction over the matter in question, in effect at the relevant time, in any applicable jurisdiction;

"Assigned Contracts" shall mean the contracts of the Seller, as specifically set out in **Schedule 6** hereto, the benefits and obligations of which will be transferred to the Purchaser in accordance with the terms of this Agreement;

"Business" shall mean the sulphuric acid, phosphoric acid, di-ammonia phosphate (DAP), NPK, single super phosphate and aluminium fluoride manufacturing facilities and business of the Seller at its fertilizer manufacturing plant located at Tuticorin, Tamil Nadu;

"Business Assets" shall mean the assets used in the Business (including the plant and machinery, land and building but excluding the land on which the urea plant of the Seller is situated, as per the demarcated plans marked and annexed hereto) which are more particularly set out in **Schedule 1** hereto;

"Business Day" shall mean a day, other than a Saturday or a Sunday or any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881), on which commercial banks in Chennai, India are open for normal banking business;

"Business Information" shall mean the Technical Information and all records, documents, books, payroll ledgers, other ledgers, statements, invoices, marketing and promotion documentation and materials, internal memos and information relating to customers and suppliers, files pertaining to the Employees, accounting files and all other information on whatever media stored, relating solely to the Business, until the Transfer Date, provided that to the extent any such information must be retained by the Seller according to any Applicable Law, the information shall be reproduced by photocopying or in other agreed forms and certified true copies thereof shall be delivered to the Purchaser;

"Business Undertaking" shall mean to include as on the Cut Off Date the following:

- (i) the Business, along with all the capital assets, the capital expenditure for maintenance and debottlenecking of the plant, all rights, properties, including moveable property, raw materials, finished goods, work in progress, stores spares etc., Receivables, Licenses and Permissions, Permits, approvals including licenses for software including SAP and MS office, deployed in the Business, real and tangible or intangible properties, used in relation to the Business, owned by the Seller or to which the Seller has a valid and subsisting right, title or interest, including the Business Assets;
- (ii) the Assigned Contracts and all rights and liabilities of the Seller under the Assigned Contracts;
- (iii) the Lease Agreements and all rights and liability of the Seller as the lessee under the Lease Agreements;
- (iv) the subsidies receivable from the Government of India from time to time in respect of the Business;
- (v) extension of insurance covers / benefits under the insurance policies existing as on the Execution date;

*Signature*



- (vi) all Employees and related Employee information
- (vii) all Business Information
- (viii) all Liabilities; and
- (ix) the Seller's brands relating to all phosphatic products including DAP, SSP, NPK and ALF3, gypsum brand and goodwill of the Business, if any.

**"Completion"** shall mean the sale and purchase of the Business Undertaking and the payment of the Purchase Consideration in accordance with Clause 4 of this Agreement.

**"Conditions Precedent"** shall mean the conditions precedent contained under Clause-3 of this Agreement.

**"Cut Off Date"** shall mean the Execution Date;

**"Employee Benefits"** shall mean the benefits available to the Employees under their current terms of employment with the Seller including, provident fund benefits, pension benefits, gratuity benefits, bonus, leave encashment benefits, and other benefits as are offered to the Employees pursuant to Applicable Law and under the employee policies of the Seller;

**"Employee Information"** shall mean information with respect to the remuneration and employee benefits of the employees.

**"Employees"** shall mean all categories of employees, employed with the Seller and engaged in the Business, whose employment shall, subject to the acceptance of such transfer by the employee, stand transferred to the Purchaser, as on the Transfer Date;

**"Employment Letters"** shall mean the employment letters to be issued by the Purchaser to the Employees;

**"Encumbrances"** shall mean any lien, security interests, equities, claims, prior assignments, mortgages, charges, pledges, collateral security arrangements and other title retention arrangements, restrictions or encumbrances whatsoever;

**"Execution Date"** shall mean the date of execution of this Agreement;

**"Government"** shall mean any government of India, central, state or local, municipality or other political subdivision, instrumentality, ministry, department, agency, corporation, body, official or authority under the direct or indirect control of any government or any political subdivision thereof and any statutory body, instrumentality, agency or authority having jurisdiction over any part of the Business Undertaking and shall include courts of competent jurisdiction, whether in or outside India;

**"Lease Agreements"** shall mean the lease agreements entered into by the Seller as lessee, the benefits and obligations of which will be transferred to the Purchaser in accordance with the terms of this Agreement.

**"Liabilities"** shall mean the liabilities in relation to the Business as reflected in the Financial Statements;

*Signature*



**Licenses and Permissions** shall mean the licenses, permissions, certificates, consent orders and approvals in the name of the Seller pertaining to the Business, the benefit of which will be transferred to the Purchaser under this Agreement;

**"Permits"** shall mean all permits and consents obtained by the Seller for carrying on the Business and/or for the sale and transfer of the Business Undertaking by the Seller to the Purchaser

**"Person"** shall mean any individual, partnership, firm, corporation, joint venture, association, trust, unincorporated organization or other similar organization or any other entity;

**"Receivables"** shall mean all receivables, bills receivables, trade accounts, book debts, or portions thereof, and other rights to payments of the Seller (billed or accrued) relating to the Business as on the Cut Off Date;

**"Secured Lenders"** shall mean all of the lenders of the Seller;

**"Technical Information"** shall mean all technical information used in the Business until the Transfer Date including performance data, experimental methods, analytical protocols, blueprints, master plans, maps, specifications, data, manuals, processes, operations sheets, inspection data, instructions and other such information;

**"Transfer Date"** shall mean the payment date ,24th October 2011.

## 2. AGREEMENT TO SELL

2.1 Subject to and in accordance with the terms and conditions contained herein, and subject to the fulfillment of the Conditions Precedent, and the receipt of the Purchase Consideration the Seller irrevocably agrees to sell, assign, transfer and convey to the Purchaser, and the Purchaser agrees to purchase and acquire from the Seller, on the Transfer Date, the full legal and beneficial title in the Business Undertaking by way of a 'slump sale' (as defined under Section 2 (42C) of the Income Tax Act, 1961), and as a going concern, on the terms and conditions set forth herein, with effect from the Transfer Date.

2.2 The sale of the Business Undertaking by the Seller to the Purchaser pursuant to the terms of this Agreement and the Transaction Documents is by way of a sale of the entire Business, i.e. the entire sulphuric acid, phosphoric acid, di-ammonia phosphate (DAP), NPK, single super phosphate and aluminium fluoride manufacturing facilities and business of the Seller, as a going concern by way of a slump sale. The Purchase Consideration is a composite purchase consideration for the whole of the Business Undertaking, and no purchase consideration is assigned to specific items of the Business Undertaking.

## 3. CONDITIONS PRECEDENT

3.1 The sale and transfer of the Business Undertaking and the Completion as contemplated under Clause 4 below shall occur on the following Conditions Precedent being fulfilled (unless waived by the Party other than the one responsible to fulfill the Conditions Precedent):

- (i) Appropriate board resolutions being passed by the board of directors of the Seller approving the transfer of the Business Undertaking;
- (ii) Resolution under Section 293(1)(a) of the Companies Act, 1956 having been passed by the shareholders of the Seller approving the transfer of the Business Undertaking;

*Signature*



- (iii) Appropriate board resolutions having been passed by the board of directors of the Purchaser approving the purchase of the Business Undertaking on the terms as set out under this Agreement and the Transaction Documents for the Purchase Consideration and the execution and delivery of the Agreement and the Transaction Documents by the Purchaser and the performance of its obligations in accordance with the terms therein;
- (iv) Appropriate resolution having been passed by the Committee of the Board of Directors of the Seller in their meeting held on 19th October 2011 approving the sale of Business Undertaking on the terms as set out under this agreement and the transaction documents for the sale consideration and the execution and delivery of the agreement and the transaction documents by the seller and the performance of its obligations in accordance with the terms therein;

#### 4. COMPLETION

- 4.1 The Completion shall take place upon (i) the consummation of all the actions on the Transfer Date and (ii) after receipt of the Purchase Consideration, at Chennai
- 4.2 On the Transfer Date, the Purchaser shall:
  - (i) pay the Purchase Consideration to the Seller;
  - (ii) execute acknowledgements of receipt of possession of moveable Business Assets which are transferred by the Seller to the Purchaser by delivery of possession;
  - (iii) execute acknowledgements of receipt of possession of immoveable Business Assets which are transferred by the Seller to the Purchaser on the Transfer Date.
- 4.3 On the Transfer Date, subject to Clause 2.4 above, the entire legal and beneficial ownership and interest of the Seller to the Business Undertaking, and all Liabilities, shall stand transferred in the name of Purchaser with effect from the Cut Off Date.

#### 5. COVENANTS OF SELLER AND PURCHASER POST THE TRANSFER DATE:

- 5.1 The Seller and the Purchaser shall do all such acts and execute all such writings within the time periods to effectively grant, assign, novate, transfer and deliver to the Purchaser, full legal and beneficial right, title or interest in and to the Permits, Licenses and Permissions, Lease Agreements, insurance policies, Tuticorin facility agreements, so that the Business Undertaking in its entirety, is transferred to and vests absolutely in, Purchaser, including but not limited to:
  - (i) the Seller shall obtain transfer of the Permits and Licenses and Permissions in favour of the Purchaser;
  - (ii) the Seller shall obtain transfer of all the Lease Agreements in favour of the Purchaser as the lessee;
  - (iii) the Seller shall endorse the insurance policies in favour of the Purchaser;
  - (iv) the Seller shall assign/cause to be assigned the Tuticorin facility agreements in favour of the Purchaser;
  - (v) the Seller shall obtain the consents of each of the counter parties to the Assigned Contracts or the Government or other authorities or Persons in relation to the

*Sujahan*



assignment and provision (as the case may be) of the Assigned Contracts in favour of the Purchaser pursuant to the sale and transfer of Business Undertaking by the Seller to the Purchaser;

- 5.2 It is agreed between the Seller and the Purchaser that, the Purchaser will undertake to fulfill all the pending obligations to the Department of Fertilizers (DoF) existing prior to the Transfer Date and the Seller will facilitate fulfilling all such obligations including furnishing of any undertaking to the DoF as may be required by DoF.
- 5.3 The Seller shall ensure that money received from Government on account of subsidy claims, if any, raised/submitted, subsequent to the Transfer Date which is forming part of the "business undertaking" will be paid to the Purchaser.
- 5.4 As part of the sale and transfer of the Business Undertaking, pursuant hereto, by the Seller in favor of the Purchaser on and from the Transfer Date, the Seller and the Purchaser hereby agree that:
- (i) the Purchaser shall be solely liable to pay, satisfy and discharge the Liabilities;
  - (ii) the Purchaser shall be responsible for fulfilling any pending contracts or engagements pertaining to the Business and which are outstanding as on the Transfer Date;
  - (iii) the Purchaser shall become the absolute owner of or be otherwise entitled to the Business Undertaking thereto free from all liabilities, commitments, indebtedness and Encumbrances or impediment as agreed between the Parties; and
  - (iv) subject to regulatory approvals, the Purchaser shall be entitled to manufacture phosphatic fertilizers and Aluminum Fluoride and shall be entitled to claim concessions on finished fertilizer products from the Government of India in respect of its phosphatic based fertilizers and Aluminum Fluoride.

## 6. EMPLOYEES

### 6.1 Transfer of Employees:

- (i) the Seller shall, as soon as practicable after the Execution Date, communicate to each of the Employees, their transfer of employment to the Purchaser with effect from the Transfer Date. The transfer of employment to the Purchaser shall be on such remuneration, and with such Employee Benefits, as the Employees are currently entitled to receive from the Seller. The employment of the Employees with the Purchaser shall be on terms and conditions of service which are no less favorable than those which the Employees enjoyed immediately prior to the Transfer Date with the Seller;

### 6.2 Employee Benefits:

- (i) The Purchaser shall, on the terms as set out under the Employment Letter, offer employment to the Employees, on such levels, at such remuneration and with such Employee Benefits, as the Employees are currently entitled to receive from the Seller.

## 7. REPRESENTATIONS AND WARRANTIES OF THE SELLER

*Signature*



7.1 Except as set forth in the Disclosure Letter delivered by the Seller to the Purchaser and other than matters within the knowledge of the Purchaser, whether in a tangible form or not, on the date hereof the Seller represents and warrants to the Purchaser that:

- (a) the Seller is duly incorporated and validly existing under the laws of India and has all the requisite corporate power and authority, and has taken appropriate corporate actions, consents and approvals to execute and deliver this Agreement, the Transaction Documents and to consummate the transactions contemplated hereby;
- (b) this Agreement and the Transaction Documents constitute a valid and binding obligation on the Seller, enforceable against the Seller, in accordance with the terms thereof;
- (c) To the best of its knowledge, the Seller has been and is in compliance with all material Permits, Licenses and Permissions and has all material Permits, Licenses and Permissions necessary for the conduct and transfer of the Business;
- (d) As of the Execution Date, there has been no breach by the Seller under the Assigned Contracts, and the Assigned Contracts are valid and subsisting; and
- (e) As of the Execution Date, there has been no material breach by the Seller under the Permits, Licenses and Permissions, and the Permits, Licenses and Permissions are valid and subsisting.

## 8. REPRESENTATIONS AND WARRANTIES OF PURCHASER

8.1 Purchaser represents and warrants to the Seller that:

- (a) The Purchaser is duly incorporated and validly existing under the laws of India and has all the requisite corporate power and authority, and has taken appropriate corporate actions, consents and approvals to execute and deliver this Agreement, the Transaction Documents and to consummate the transactions contemplated hereby;
- (b) This Agreement and the Transaction Documents constitute a valid and binding obligation on the Purchaser, enforceable against the Purchaser, in accordance with the terms thereof;
- (c) The Purchaser has all the requisite permits and consents required, and is authorized to carry on the Business, once the same is transferred in favor of the Purchaser on the Transfer Date;
- (d) The execution, delivery and consummation of and the performance by the Purchaser of this Agreement and/or any of the other documents or instruments to be executed under or pursuant to this Agreement will not conflict with, violate, result in or constitute a breach of or default under, (a) any Applicable Law or approval or contract by which Purchaser and/or any of the assets or properties of the Purchaser, is bound or affected, and/or (b) the memorandum of association or articles of association of the Purchaser; and

## 9. TERMINATION

This Agreement may be terminated by mutual consent of the Parties at any time prior to the Completion.

*[Handwritten signature]*





10. CARRYING ON OF BUSINESS TILL TRANSFER DATE

From the Execution Date until the Transfer Date, the Seller shall continue to carry on the Business in the Ordinary Course of Business subject to any requirements of Applicable Law or any restrictions on doing so imposed by this Agreement; provided however that from the Execution Date until the Transfer Date, the Seller shall not undertake any act or deed which shall create or cause to be created any Encumbrance or further Encumbrance on any part of the Business Undertaking.

**CERTIFIED TRUE COPY  
For SOUTHERN PETROCHEMICAL  
INDUSTRIES CORPORATION LTD**

  
**SECRETARY.**

*Singh*

# **Annexure 5**



தமிழ்நாடு தமில்நாடு TAMILNADU

GREEN STAR FERTILIZERS LTD  
CHENNAI 32

2873  
10-5-18

BN 903656

M. SADIQ BASHA  
STAMP VENDOR  
I No 12144/B1-06  
71, EAST JONES ROAD  
CHENNAI 600 91

### AFFIDAVIT

We, Greenstar Fertilizers Limited (GFL), a company incorporated under the Companies Act, 1956, having its registered office at 'SPIC House', No.88, Mount Road, Guindy, Chennai - 600032, hereinafter called 'GFL' solemnly affirm as follows:

WHEREAS the Ministry of Environment, Forest and Climate Change has granted environmental clearance to the project 'Expansion of Urea and DAP at Southern Petrochemical Fertilizers Complex, Tuticorin, Tamil Nadu by M/s. Southern Petrochemical Industries Corporation Limited on no increase in pollution load basis' at SPIC Nagar Tuticorin, Tamilnadu in favour of M/s Southern petrochemical Industries Corporation Limited (SPIC) vide letter No.J-11011/171/2007-IA-II (I) dated 5<sup>th</sup> March 2008.

WHEREAS as per the Business Transfer Agreement, the Phosphatic business (DAP, Sulphuric Acid, Phosphoric Acid, AlF<sub>3</sub>, SSP and the allied facilities) was transferred on 24<sup>th</sup> October 2011 from M/s. Southern Petrochemical Industries Corporation Limited, to M/s Greenstar Fertilizers Ltd.,



WHEREAS, as per the agreement dated 19<sup>th</sup> October 2011 and decision taken in the Board of Directors Meeting held on 30<sup>th</sup> July 2014, the project 'Expansion of Urea and DAP at Southern Petrochemical Fertilizers Complex, Tuticorin, Tamil Nadu by M/s Southern Petrochemical Industries Corporation Limited on no increase in pollution load basis' at SPIC Nagar, Tuticorin (Tamilnadu) was bifurcated in the way that the facility for the manufacturing of the Product Urea will be with M/s Southern Petrochemical Industries Corporation Limited and whereas the facility for manufacturing of products Di-Ammonium Phosphate(DAP) and Aluminium Fluoride was transferred in favour of M/s Greenstar Fertilizers Ltd from M/s SPIC.

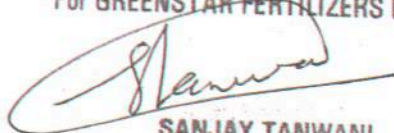
M/s Greenstar Fertilizers Ltd is registered with the registrar of companies with the CIN N.O.U24100TN2010PTC077127.

It is submitted that M/s Greenstar Fertilizers shall abide all the terms and conditions stipulated in the environmental clearance dated 5<sup>th</sup> March 2008 granted in favour of M/s Southern Petrochemical Industries Corporation Ltd (SPIC) for the manufacturing of products Di - Ammonium Phosphate (DAP) and Aluminium Fluoride, M/s Greenstar Fertilizers shall be responsible for all the liabilities of the unit pertaining to it.

The affidavit is submitted to the Ministry of Forest and Climate Change for bifurcation in the environmental clearance for the manufacturing of products DAP and Aluminium Fluoride from M/s Southern Petrochemical Industries Corporation Ltd (SPIC), into M/s Greenstar Fertilizers Limited.

Solemnly affirmed and undertook on this the 2<sup>nd</sup> day of August 2018 at Chennai.

For GREENSTAR FERTILIZERS LIMITED



**SANJAY TANWANI**  
Whole Time Director

# **Annexure 6 & 7**



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE MEETING OF THE BOARD OF DIRECTORS OF GREENSTAR FERTILIZERS LIMITED HELD ON 20TH DAY OF JUNE, 2014 AT SPIC HOUSE, 88 MOUNT ROAD, GUINDY, CHENNAI -600032.**

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The Chairman informed the Board that the company (GSFL) has acquired the business of manufacturing phosphatic fertilizers and allied products from Southern Petrochemicals Industries Corporation Limited (SPIC) as a going concern basis vide Business Transfer Agreement dated 19/10/2011. The Chairman further informed the Board that SPIC has obtained and retained Environment Clearances from Ministry of Environment and Forests (MoEF) which is a pre-requisite for Fertilizers Industry and the same is being renewed and used by GSFL. The Chairman further informed the Board that the Company has applied for name transfer in connection with Environment Clearance with the Ministry subsequent to the transfer of business from SPIC to GSFL. The Chairman requested the Board to pass suitable resolutions in this regard. The Board, after detailed deliberations, passed the following resolutions:

**RESOLVED** that all the acts, deeds and compliances made in pursuance of the Environmental Clearance issued by the Ministry of Environment and Forests in favour of Southern Petrochemical Industries corporation Limited (SPIC) vide nos F. No. J-11011/171/2007-IA II (I), dated: March 5, 2008 and F.No. J-11011/620/2009 IA II (I) dated: March 18, 2010 for manufacturing the Phosphatic fertilizers and allied products be and is hereby are being complied with by Greenstar Fertilizers Limited till date.

**RESOLVED FURTHER** that Greenstar Fertilizers Limited will continue to comply with the conditions pertaining to the phosphatic fertilizers as stipulated in the Environmental Clearance issued to SPIC.

**RESOLVED FURTHER** that the company be and is hereby committed to comply with and strictly adhere to all the terms and conditions which may be imposed by the Ministry of Environment and Forest in connection with the Environment Clearances to GSFL for the purpose of manufacturing Phosphatic Fertilizers and allied products in future.

**RESOLVED FURTHER** that Mr. S. Venkataraman, General Manager - Materials, of the Company be and is hereby authorised to prepare, sign and submit necessary application and documents for name transfer and do such acts and deeds as may be necessary and deem fit in this regard.

// CERTIFIED TRUE COPY //

**FOR GREENSTAR FERTILIZERS LIMITED**

**WHOLE TIME DIRECTOR**

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**Greenstar Fertilizers Limited**

Principal Office : Spic House, 88, Mount Road, Guindy, Chennai - 600 032, India. Tel : +91 44 6450 6366 • Fax : +91 44 2235 2039  
Registered Office : Spic Nagar, Muthiapuram Post, Tuticorin - 628 005, India. Tel : +91 461 235 5411 • Fax : +91 461 235 7001



**Southern Petrochemical Industries Corporation Limited**

Registered Office : SPIC House, 88 Mount Road, Guindy, Chennai - 600 032.

Phone : 2235 0245 Fax : 2235 2163 Email : spiccorp@spic.co.in Website : www.spic.in

CIN : L11101TN1969PLC005778

CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON 30<sup>TH</sup> JULY 2014.

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"RESOLVED to approve the proposal of issuing "No Objection" letter to the Ministry of Environment and Forests (MoEF) in connection with the grant of separate Environmental Clearance (EC) to M/s Greenstar Fertilizers Limited (GSFL) to enable them to carry on the business of Phosphatic Fertilizers and that SPIC agrees to continue to comply with all the applicable conditions stipulated in the EC issued by MoEF vide their letter F.No.J-11011/171 / 2007-IA II (I) dated 5<sup>th</sup> March 2008 and F No. J-11011 / 620 / 2009 IA II (I) dated 18<sup>th</sup> March 2010."

"RESOLVED FURTHER to authorise Whole-time Director or any one of the Directors of the Company to execute and submit necessary application, documents or issue letters as may be required by MoEF to enable MoEF to issue EC to GSFL.

For Southern Petrochemical  
Industries Corporation Ltd.

M B Ganesh  
Secretary



**MEMORANDUM OF ASSOCIATION  
AND  
ARTICLES OF ASSOCIATION  
OF  
GREENSTAR FERTILIZERS LIMITED**





सत्यमेव जयते

प्रारूप 1  
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U24100TN2010PTC077127

2010 - 2011

मैं एतदद्वारा सत्यापित करता हूँ कि मैसर्स

GREENSTAR FERTILIZERS PRIVATE LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन-पत्र आज दिनांक पच्चीस अगस्त दो हजार दस को मेरे हस्ताक्षर से चैन्नई में जारी किया जाता है।

Form 1  
Certificate of Incorporation

Corporate Identity Number : U24100TN2010PTC077127

2010 - 2011

I hereby certify that GREENSTAR FERTILIZERS PRIVATE LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Chennai this Twenty Fifth day of August Two Thousand Ten .



V. L. DAVEY  
(V C DAVEY)

कम्पनी रजिस्ट्रार / Registrar of Companies  
तमिलनाडु, चैन्नई, अंदमान और निकोबार द्वीप  
Tamil Nadu, Chennai, Andaman and Nicobar Islands

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

GREENSTAR FERTILIZERS PRIVATE LIMITED

Door No 5 3rd Floor Sun Plaza, 19 G N Chetty Road T Nagar,

Chennai - 600017,

Tamil Nadu, INDIA

# भारत सरकार-कॉर्पोरेट कार्य मंत्रालय

कम्पनी रजिस्ट्रार कार्यालय, तमिलनाडु, चैन्नई, अंदमान और निकोबार द्वीप

लिमिटेड कम्पनी के रूप में परिवर्तित होने के परिणामस्वरूप, कम्पनी के नाम में परिवर्तन का नया  
निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U24100TN2010PLC077127

मैसर्स GREENSTAR FERTILIZERS PRIVATE LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

GREENSTAR FERTILIZERS PRIVATE LIMITED

जो मूल रूप में दिनांक पच्चीस अगस्त दो हजार दस को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स

GREENSTAR FERTILIZERS PRIVATE LIMITED

के रूप में निगमित की गई थी, और उसके द्वारा कम्पनी अधिनियम, 1956 की धारा 44 के साथ पठित धारा 31/21 की शर्तों के अनुसार विधिवत  
आवश्यक विनिश्चय दिनांक 18/07/2011 को पारित किया है, उक्त कम्पनी का नाम परिवर्तित होकर आज मैसर्स

GREENSTAR FERTILIZERS LIMITED

हो गया है तथा यह प्रमाण-पत्र उक्त अधिनियम की धारा 23(1) के अनुसरण में जारी किया जा रहा है।

यह प्रमाण-पत्र, आज दिनांक उनतीस जुलाई दो हजार ग्यारह को चैन्नई नगर में जारी किया जाता है।

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## GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS Registrar of Companies, Tamil Nadu, Chennai, Andaman and Nicobar Islands

### Fresh Certificate of Incorporation Consequent upon Change of Name on Conversion to Public Limited Company

Corporate Identity Number : U24100TN2010PLC077127

In the matter of M/s GREENSTAR FERTILIZERS PRIVATE LIMITED

I hereby certify that GREENSTAR FERTILIZERS PRIVATE LIMITED which was originally incorporated on Twenty Fifth day of August Two Thousand Ten under the Companies Act, 1956 (No. 1 of 1956) as GREENSTAR FERTILIZERS PRIVATE LIMITED having duly passed the necessary resolution on 18/07/2011 in terms of Section 31/21 read with Section 44 of the Companies Act, 1956; the name of the said company is this day changed to GREENSTAR FERTILIZERS LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Chennai this Twenty Ninth day of July Two Thousand Eleven.

Registrar of Companies, Tamil Nadu, Chennai, Andaman and Nicobar Islands

कम्पनी रजिस्ट्रार , तमिलनाडु, चैन्नई, अंदमान और निकोबार द्वीप

\*Note: The corresponding file is available on the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.  
The digitally signed certificate can be verified at the Ministry website ([www.mca.gov.in](http://www.mca.gov.in)).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

GREENSTAR FERTILIZERS LIMITED

Door No.5, 3rd Floor, Sun Plaza,, No 19. G.N.Chetty Road,

Chennai - 600006,

Tamil Nadu, INDIA



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

**MEMORANDUM OF ASSOCIATION**

**OF**

**\*GREENSTAR FERTILIZERS LIMITED**

- I.** The name of the Company is **GREENSTAR FERTILIZERS LIMITED**
- II.** The Registered Office of the Company will be situated in the State of Tamilnadu.
- III.** The objects for which the Company is established are :-

**(A) THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**

1. \* To carry on in India or elsewhere the business to manufacture, process, produce, formulate, mix, dilute, concentrate, compound, segregate, pack, repack, add, remove, heat grade, freeze, fermentate, reduce, improve, buy, sell, resell, import, export, barter, transport, store, forward, distribute, dispose, develop, handle, manipulate, market, procure, supply, treat, work and to act as agent, broker, representative consultants, collaborators, stockists, liaisoner, job workers, or otherwise to deal in all kinds of fertilizers and chemicals whether nitrogenous, phosphatic, potash or otherwise such as single super phosphate, triple super phosphate, phosphate rock, sodium silica flouride, lime rock phosphate, urea, sulphur, gypsum, silicon flouride, vanadium pentoxide, oleum, sulphuric acid, zinc sulphate, silicon dioxide, phosphoric acid, nitric acid, hydrochloric acid, soda ash, caustic soda, chlorine based chemicals, diammonium phosphate, monoammonium phosphate, calcium chloride, aluminum fluoride, heavy water and other organic salts by-products, derivatives, compounds, residues, waste, whether straight, complex or mixed and whether granulated or otherwise and to do all incidental acts and things as may be necessary for the attainment of above object.

*\* amended vide special resolution passed at the EGM held on 13<sup>th</sup> October, 2011*

2. To manufacture, produce, refine, process, formulate, acquire, convert, sell, distribute, import, export, deal in either as principals or agents in organic and inorganic chemicals, alkalis, acids, gases, petrochemicals, salts, electrochemicals, chemical elements and compound pesticides, insecticides, explosives, light and heavy chemicals of any nature used or capable of being used in the pharmaceuticals, textile industry, defence chemicals, fertilisers, petrochemicals and industrial chemicals and pesticides and insecticides, solvents of any mixtures derivatives and compounds thereof.
3. To manufacture, produce, refine, process, formulate, buy, sell, export, import or otherwise deal in heavy and light chemicals, chemical elements and compounds, including without limiting to the generality of foregoing laboratory and scientific chemicals or any of any nature used in the pharmaceutical industry, agriculture chemicals, glass and ceramic industries, tiles, poultry feeds, cattle feeds, rubber and paints, chemicals or any mixture, derivatives and compounds thereof including calcite, feldspar, dolomite, gypsum, quartz, silicon, earth, rock phosphate, soap-stone etc.
4. To manufacture, produce, refine, process, formulate, buy, sell, export, import or otherwise deal in organic fertilizers, compost, bone meal, fish meal, oil cakes, plant, industrial and animal wastes, water soluble or liquid plant nutrients in powder crystalline or colloidal or liquid forms for use in crop production in open or controlled conditions, bio fertilisers with microbial inoculams either singly or in combinations in solid, slurry, powder or in liquid forms for use in crop production in open and controlled conditions.
5. To deal with all the products as mentioned and approved by The Fertilizer (Control) Order 1985 of the Government of India to manufacture or trade or distribution or sell.
6. To undertake or tie up for Research and Development in line with soil - plant relationships, crop nutrition and development of nutrient carriers, fertilizer - crop trials specific to various soil types etc. in the laboratories and in agricultural fields.
7. To provide services to farming community or institutions or NGOs or other commercial organizations in suitable farming activities, post harvest handling activities and other agricultural areas.

8. \* To carry on the business in and to undertake activities in Biotechnology, Molecular Biology, Plant breeding and Genetics, Field experiments to develop high yielding, pest resistant and abiotic stress resistant varieties of crops, plant tissue culture, and to develop and produce planting materials of crops and to produce secondary metabolites, essential oils, pigments, to set up analytical laboratories for soil testing, plant analysis, screening of pathogens and to offer these services to farmers and also to other institutions including but not limited to offering of consultancy and services to farmers, plantations etc in crop nutrition, crop protection, post harvest handling and processing techniques both in India and abroad,

**(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE ABOVE MAIN OBJECTS ARE:**

1. To purchase, take on lease, acquire, sell or dispose of properties movable or immovable or rights therein for the purpose of the company.
2. To enter into, make and perform contracts of every kind and description, agreements and arrangements with any person, firm, association, corporation, corporate bodies, municipality, country, state, body politic or government or colony or dependency thereof.
3. Subject to the provisions of Section 58 A of the Companies Act, to receive money, securities and valuable of all kinds on deposit at interest or for custody on such terms and conditions as may be expedient.
4. To purchase, take on lease or licence or in exchange, hire otherwise any real and/or personal property and any rights or privileges which the company may think necessary or convenient for the purpose of its business or which may enhance the value of any other property of the company and in particular any land (freehold other tenure), buildings, easement, machinery, plant and stock-in-trade and on any such lands to erect buildings, factories, sheds, godowns, residential house or other structures for the works and purposes of the company and to install machinery thereat.

*\* inserted vide special resolution passed at the EGM held on 13<sup>th</sup> October, 2011*

5. To sell, let, lease, grant licences, easements, and other rights over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects, and business of the company for such consideration as may be thought fit.
6. Subject to the provisions of the Act, to amalgamate with or enter into partnership or any joint purpose or profit-sharing arrangement with or to co-operate in any way with, or assist or subsidise, any company, firm or person carrying on, or proposing to carry on, any business within the objects of the company.
7. To acquire, take on lease and undertake on any terms and subject to any conditions, the whole or any part of the business, property and liabilities of any person or company carrying on any business which the company is authorised to carry on, or possessed of property suitable for the purpose of the company.
8. To establish, promote, concur or be interested in establishing or promoting any company or companies for the purposes of acquiring all or any of the property, rights and liabilities of the company and to transfer to any such company any property of this company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company and to subsidise or otherwise assist any such other company.
9. To subscribe for, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with the shares, stocks, securities and evidences of indebtedness or the right to participate in profits or other similar documents issued by any government, authority, corporation or body, or by any company or body of persons, and any options or rights in respect thereof and to buy and sell foreign exchanges provided that the investments are made out of surplus funds or for advancing of the main objects of the company.
10. To pay for any rights or property acquired by the company and to remunerate any person or company whether by cash payment, by allotment of shares, debentures or other securities of the company credited as paid up in full or in part or otherwise.

11. To acquire, hold, use, sell, assign, lease, grant licences in respect of mortgage, pledge or otherwise dispose of in India or any part of the world any patents, patent rights, licences, privileges, inventions, improvements and processes, copy-rights, trade makers, trade names, concessions and formulas of any mixture whatsoever and apply for purchase or otherwise acquire and protect and renew in any part of the world any patents, patent rights, brevets of invention, trade marks, designs, licences, concessions, and the like conferring any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights, or information so acquired, to expend moneys in experimenting upon, testing or improving any such patents, inventions or rights.
12. To enter into any arrangements with any government or authority imperial, supreme, municipal, local or otherwise or company that may seem conducive to the company's objects or any of them and to obtain from any such government, authority or company any charters, contracts, decrees, rights, grants, loans, privileges or concessions which the company may think desirable to obtain, and carry out, exercise, and comply with the same.
13. To grant donations, gratuities, pensions, allowances, benefits, or emoluments to any persons, (including Directors and other Officers) who are or shall have been at any time in the employment or services of the Company or of any company which is the subsidiary of the or of the predecessors in business of the company of any such subsidiary company or the wives, widows, families or dependents of any such persons.
14. To refer or agree to refer any claim, demand, dispute or any other question by or against the company or in which the company is interested or concerned and whether between the company and the member or members or his or their representatives, or between the company and third parties to arbitration in India or at any place outside India into observe and perform and to do all acts deeds, matters and things to carry out or enforce the awards or to challenge the same.

15. To pay all preliminary expenses of the company and any company promoted to the company or in any company in which this company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the company.
16. To borrow or raise moneys or loan at interest or otherwise in such manner as the company may think fit and in particular by the issue of debentures or debentures stock and convertible into shares of the this and to secure the repayment of any such moneys borrowed, raised or received by mortgage, charge or lien upon all or any of the property, assets, or revenue of the company (both present and future) including its uncalled capital and to give the lenders or and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or other person, firm, or company of any obligation undertaken by the company or other person, firm, or company if any, as the case may be and not to carry on banking business within the definition of Banking Regulations Act, 1949.
17. To lend money with or without security, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any person or companies, and in support of such guarantee to mortgage or charge all or any part of the undertaking or property of the company.
18. To give all descriptions of guarantees and indemnities.
19. To open bank account in any Bank and to draw, make, accept, endorse, discount, execute and issue and negotiate bills of exchange, hundies, bills of lading, promissory notes, warrants, debentures and other negotiable or transferable instruments or securities.
20. To act as agents or brokers for any person or company and to undertake and perform sub-contracts and to do all or any of the above things in any part of the world and as principals, agents, contractors or trustees or otherwise and by or through agents, sub-contractors or trustees or otherwise and either alone or jointly with others subject to the law of land in force.



21. To procure the proof of recognition of the company in any country, State or place and to establish and regulate agencies for the purpose of the company's business.
22. To distribute among the members of the company in specie or kind any property of the company upon the winding up of the company.
23. To adopt such means of making known the business of the company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest by publication of books and periodicals and by granting prizes, rewards and donations.
24. To insure the whole or any of the property of the company, either fully or partly; to protect and indemnify the company from liability or loss in any respect either fully or partly and also to insure and to protect and indemnify any part or portion thereof either on mutual principle or otherwise.
25. To do all or any of the above things in any country of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and to allow any property to remain outstanding with such agents or trustees subject to the law of land in force.
26. To execute any trustee which may seem to the company desirable and either gratuitously or otherwise.
27. To establish, provide, maintain and conduct or otherwise subsidise research laboratories and experimental workshops for scientific and technical research and experiments and to undertake and carry on with all scientific and technical researches, experiments and tests of all kinds to promote studies and research both scientific and technical, investigations and invention by providing, or assisting laboratories, workshops, libraries, lecturers, meetings and conferences and by providing for the remuneration of scientific or technical professors or teachers and by providing for the award of exhibitions, scholarships, prizes, and grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigations,

experiments, tests and inventions of any kind that may be considered likely to assist any of the business which the company is authorised to carry on.

28. To organize debates, lectures, exhibitions, expeditions, research work, outdoor amusements, enterprises, public meetings and classes and conferences calculated directly or indirectly to advance the cause or objects of the company.
29. To design, arrange and organise loans or grants for job promotion
30. To operate as and appoint franchisees, distributors, dealers with a view to provide job opportunities and connect rural / semi-urban markets.
31. To design programs, facilitate development of, own, manage and distribute self-employment opportunities

**(C) OTHER OBJECTS OF THE COMPANY NOT INCLUDED IN SUB CLAUSES (A) & (B) ABOVE ARE:**

1. To carry on the business pertaining to or connected with and involving information technology, computer data processing, computerized information, retrieval systems, computer software, development and management feasibility studies, analysis and design or turnkey systems for scientific, mathematical, statistical, engineering, statutory, financial banking, telecommunication, technical, commercial and business applications, data base management, software techniques, word processing software, electronic funds transfer systems, on line acquiring systems, transactional processing systems, data capture, data logging, data preparation, computer graphics, plotting and chartings software, process control software, simulation and modeling software for all kinds of industries
2. To carry on the business of buying and selling, hiring and letting on hire, of movable properties of all kinds, including plant, machinery, cold storage, refrigerator, air-conditioning machinery and equipment, internal communicating system and equipment,

computer, computer Programme, software, office equipments of all kinds, security system, tractor, tiller, thresher, dyer, two wheelers and three wheelers and motor vehicles of all kinds, ships, boats, submarines and all kinds of ocean going vessels, aircrafts, helicopters and all kinds of air-borne carriers.

3. To do the business of designing, arranging and building distribution channels for various products and services, in India and abroad.

IV. The liability of the members is limited.

V. \*\* The A uthorised Share Capital of the Company is Rs.96,00,00,000/- (Rupees Ninety Six Crores only) divided into:

a. 3,60,00,000 (Three Crores Sixty Lakhs only) **Equity Shares** of Rs.10/- (Rupees Ten Only) each aggregating to Rs. 36,00,00,000 (Rupees Thirty Six Crores only) ranking pari passu inter-se and

b. 60,00,000 (Sixty Lakhs only) **Preference Shares** of Rs.100/- (Rupees Hundred only) each aggregating to Rs. 60,00,00,000/- (Rupees Sixty Crores only), ranking pari passu inter-se,

the Company has power, from time to time, to increase or reduce its capital and to divide the share in the capital for the time being into other classes and to attach thereto respectively such preferential, deferred, qualified or other special rights, privileges, conditions or restrictions, as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such right, privilege or conditions or restrictions in such manner as may for the time being be permitted by the manner as may for the time being be permitted by the Articles of Association of the Company or the legislative provisions for the time being in force in that behalf.

\*\* *Amended vide special resolution passed at the EGM held on 6th September, 2016*

VI. We the several persons, whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names.

Sl No	Signatures, Names, Addresses, Descriptions and Occupations of the Subscribers	No. of Equity shares taken by each subscribers	Signature, Name, Address, Description, and Occupation of Witness
1.	Sd/- <b>S. NARAYANAN</b> S/O. N.H. SUBRAMONIA IYER. 2B, BLOCK II RAMANIYAM ABBOTSBURY 42, C.P. RAMASWAMY ROAD, ALWARPET, CHENNAI, PIN - 600018, INDIA. SERVICE	5,000 Nos. (Five Thousand only)	BOTH THE DIRECTORS SIGNED BEFORE ME  SD/-  N. SREE KANTH S/O N ETHIRAJULU 188 P.H.ROAD CHENNAI - 600010  CHARTERED ACCOUNTANT M NO 201899
2.	Sd/- <b>K.S. SUBBIAH</b> S/O M.SUDALAIKANNU, 23, NOBLE FIRST STREET, ALANDUR, CHENNAI - 600016 SERVICE	5,000 Nos. (Five Thousand only)	
	<b>TOTAL</b>	<b>10,000</b> (Ten Thousand only)	

Place: Chennai

Date: 20<sup>th</sup> August, 2010

**\*ARTICLES OF ASSOCIATION**

**OF**

**GREENSTAR FERTILIZERS LIMITED**

**CONSTITUTION OF THE COMPANY**

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

**INTERPRETATION CLAUSE**

2. The marginal notes hereto shall not affect the construction hereof. In these presents, the following words and expressions shall have the following meanings unless excluded by the subject or context:
  - a. 'The Act' or 'The Companies Act' shall mean 'The Companies Act, 1956'.
  - b. 'The Board' or 'The Board of Directors' means a meeting of the Directors duly called and constituted or as the case may be, the Directors assembled at a Board, or the requisite number of Directors entitled to pass a circular resolution in accordance with these Articles.
  - c. 'The Company' or 'This Company' means Greenstar Fertilizers Limited.
  - d. 'Directors' means the Directors for the time being of the Company.
  - e. 'Writing' (includes printing, lithograph, typewriting and any other usual substitutes for writing).
  - f. 'Members' means members of the Company holding a share or shares of any class.
  - g. 'Month' shall mean a calendar month.
  - h. 'Paid-up' shall include 'credited as fully paid-up'.
  - i. 'Person' shall include any corporation as well as individual.
  - j. 'Promoter' shall mean Mr. S Narayanan and Mr.K S Subbiah
  - k. 'These presents' or 'Regulations' shall mean these Articles of

\* Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

Association as now framed or altered from time to time and shall include the Memorandum where the context so requires.

- l. 'Section' or 'Sec.' means Section of the Act.
  - m. Words importing the masculine gender shall include the feminine gender.
  - n. Except where the context otherwise requires, words importing the singular shall include the plural and the words importing the plural shall include the singular.
  - o. 'Special Resolution' means special resolution as defined by Section 189 in the Act.
  - p. 'The Office' means the Registered Office for the time being of the Company.
  - q. 'The Register' means the Register of Members to be kept pursuant to Section 150 of the Companies Act, 1956.
  - r. 'Proxy' includes Attorney duly constituted under a Power of Attorney.
3. Except as provided in the Act, no part of funds of the Company shall be employed in the purchase of the shares of the Company, and the Company shall not directly or indirectly and whether by shares, or loans, give, guarantee, the provision of security or otherwise any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company.
  4. The Authorised Share Capital of the Company shall be as stated in Clause V of the Memorandum of Association of the Company as may be altered from time to time and capable of being increased or decreased or converted or sub-divided into shares of different kinds in accordance with the provisions of the Companies Act, 1956. In respect of the Preference Shares, the Board of Directors shall decide the rights and other terms attached to such shares including the right to redemption or otherwise, subject however, to the provisions of the Companies Act, 1956.
  5. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company for the time being (*including any shares forming part of any increased capital of the Company*) shall be under the control of the Board who may allot the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or at a discount (*subject to compliance with the provisions*

*of the Act*) and at such terms as they may, from time to time, think fit and proper and with the sanction of the Company in General Meeting by a Special Resolution give to any person the option to call for or be allotted shares of any class of the Company, either at par, at a premium or subject as aforesaid at a discount, such option being exercisable at such times and for such consideration as the Board thinks fit unless the Company in General Meeting, by a Special Resolution, otherwise decides. Any offer of further shares shall be deemed to include a right, exercisable by the person to whom the shares are offered, to renounce the shares offered to him in favour of any other person.

Subject to the provisions of the Act, any redeemable Preference Share, including Cumulative Convertible Preference Share may, with the sanction of an ordinary resolution be issued on the terms that they are, or at the option of the Company are liable to be redeemed or converted on such terms and in such manner as the Company, before the issue of the shares may, by special resolution, determine.

6. In addition to and without derogating from the powers for the purpose conferred on the Board under Article 4 above, the Company in General Meeting, by a Special Resolution, may determine that any share (*whether forming part of the original capital or of any increased capital of the Company*) shall be offered to such persons (*whether members or holders of debentures of the Company or not*), giving them the option to call or be allotted shares of any class of the Company either at a premium or at par or at a discount, (subject to compliance with the provisions of Section 79) such option being exercisable at such times and for such consideration as may be directed by a Special Resolution at a General Meeting of the Company or in General Meeting and may take any other provisions whatsoever for the issue, allotment or disposal of any shares.
7. The Board may at any time increase the subscribed capital of the Company by issue of new shares out of the unissued part of the Share Capital in the original or subsequently created capital, but subject to Section 81 of the Act, and subject to the following conditions namely:
  - I. (a) Such further shares shall be offered to the persons who, at the date of the offer, are holder 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.

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

- (b) The offer aforesaid shall be made by notice specifying the number of shares offered and limiting a time not being less than twenty-one days, from the date of the offer within which the offer, if not accepted, will be deemed to have been declined.
- (c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in clause (b) shall contain a statement of this right.
- d) After the expiry of the time specified in the notice aforesaid, or in respect of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as it thinks most beneficial to the Company.

II. The Directors may, with the sanction of the Company in General Meeting, offer and allot shares to any person at their discretion provided that such sanction is accorded either by

- (a) a Special Resolution passed at any General Meeting; or
- (b) by an Ordinary Resolution passed at a General Meeting by a majority of the votes cast with the approval of the Central Government in accordance with Section 81 of the Act.

Provided that the option of right to call of shares shall not be given to any person or persons except with the sanction of the Company in General Meeting.

Provided further that debenture/stock, loan/loan stock with the right of conversion into share shall not be issued except with the sanction of the Company in General Meeting.

III. Nothing in this Article shall apply to the increase in the subscribed capital of the Company which has been approved by:

- (a) A Special Resolution passed by the Company in General Meeting before the issue of the debentures or the raising of the loans, and
- (b) The Central Government before the issue of the debentures or raising of the loans or is in conformity with the rules, if any, made by that Government in this behalf.

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011



8. (1) The rights attached to each class of shares (unless otherwise provided by the terms of the issue of the shares of the class) may, subject to the provisions of Sections 106 and 107 of the Act, be varied with the consent in writing of the holders of not less than three fourths of the issued shares of that class or with the sanction of a Special Resolution passed at a General Meeting of the holders of the shares of that class.  
  
(2) To every such separate General Meeting, the provisions of these Articles relating to General Meeting shall Mutatis Mutandis apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-tenth of the issued shares of that class.
9. The rights conferred upon the holders of the shares of any class issued with preferred or other rights not, unless otherwise expressly provided for by the terms of the issue of shares of that class, be deemed to be varied by the creation of further shares ranking pari passu therewith.
10. The Company shall not issue any shares (not being Preference Shares) which carry voting rights or rights in the Company as to dividend, capital or otherwise which are disproportionate to the rights attached to the holders of other shares not being Preference Shares.
11. The Company may, at any time, pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any share, debenture or debenture stock of the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for shares, such commission in respect of shares shall be paid or payable out of the capital, the statutory conditions and requirements shall be observed and complied with and the amount or rate of commission shall not exceed such percentage as may be prescribed by the Act, from time to time of the price at which the shares are issued and in the case of debentures, the rate of commission shall not exceed, shall not exceed such percentage as may be prescribed by the Act, from time to time of the price at which the debentures are issued. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also, on any issue of shares, pay such brokerage as may be lawful.

12. The joint holders of a share or shares shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share or shares.
13. Save as otherwise provided by these Articles, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly, the Company shall not, except as ordered by a Court of competent jurisdiction or as by a statute required, be bound to recognize any equitable, contingent, future or partial interest lien, pledge or charge in any share or (except only by these presents otherwise provided for) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.
14.
  - a. The Board may issue and allot shares in the capital of the Company as payment or part payment for any property sold or goods transferred or machinery or appliances supplied or for services rendered or to be rendered to the Company in or about the formation or promotion of the Company or the acquisition and or conduct of its business and shares may be so allotted as fully paid-up shares, and if so issued, shall be deemed to be fully paid-up shares.
  - b. As regards all allotments, from time to time made, the Board shall duly comply with Section 75 of the Act.
15. An application signed by or on behalf of the applicant for shares in the Company, followed by an allotment of any share therein, shall be acceptance of the shares within the meaning of these Articles; and every person who thus or otherwise accepts any share and whose name is on the Register shall, for the purpose of these Articles, be a shareholder.
16.
  1. Every person whose name is entered as a member in the Register shall be entitled to receive without payment:
    - a. One certificate for all his shares; or
    - b. Share certificate shall be issued in marketable lots, where the share certificates are issued either for more or less than the marketable lots sub-division/consolidation into marketable lots shall be done free of charge.
  2. The Company shall, within two months after the allotment and within one month after application for registration of the transfer of any share

or debenture, complete and have it ready for delivery; the share certificates for all the shares and debentures so allotted or transferred unless the conditions of issue of the said shares otherwise provide.

3. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.
4. The certificate of title to shares and duplicates thereof when necessary, shall be issued under the seal of the Company and signed by two Directors and the Secretary (*where there is one*) or authorized official(s) of the Company.
17. In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate for the same share or shares and the delivery of a certificate for the share or shares to one of several joint holders shall be sufficient delivery to all such holders. Subject as aforesaid, where more than one share is so held, the joint holders shall be entitled to apply jointly for the issue of several certificates in accordance with Article 20 below.
18. If a certificate be worn out, defaced, destroyed, or lost or if there is no further space on the back thereof for endorsement of transfer, it shall, if requested, be replaced by a new certificate without any fee, provided however that such new certificate shall not be given except upon delivery of the worn out or defaced or used up certificate, for the purpose of cancellation, or upon proof of destruction or loss, on such terms as to evidence, advertisement and indemnity and the payment of out of pocket expenses as the Board may require in the case of the certificate having been destroyed or lost. Any renewed certificate shall be marked as such in accordance with the Companies (Issue of Share Certificate) Rule, 1960 or any modification thereof for the time being in force.
19. For every certificate issued under the last preceding Article, no fee shall be charged by the Company.
20. The shares of the Company will be split up/consolidated in the following circumstances:
  - (i) At the request of the member/s for split up of shares in marketable lot.
  - (ii) At the request of the member/s for consolidation of fraction shares into marketable lot.

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

21. Where any share under the powers in that behalf herein contained are sold by the Directors and the certificate thereof has not been delivered up to the Company by the former holder of the said shares, the Directors may issue a new certificate for such shares distinguishing it in such manner as they think fit from the certificate not so delivered up.
22. If, by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment, shall, when due, be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share or his legal representative or representatives, if any.

### LIEN

23. The Company shall have first and paramount lien upon all shares other than fully paid-up shares registered in the name of any member, either or jointly with any other person, and upon the proceeds or sale thereof for all moneys called or payable at a fixed time in respect of such shares and such lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors, at any time, may declare any share to be exempt, wholly or partially from the provisions of this Article. Unless otherwise agreed, the registration of transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.
24. For the purpose of enforcing such lien, the Board of Directors may sell the shares subject thereto in such manner as it thinks fit, but no sale shall be made until the expiration of 14 days after a notice in writing stating and demanding payment of such amount in respect of which the lien exists has been given to the registered holders of the shares for the time being or to the person entitled to the shares by reason of the death of insolvency of the register holder.
25.
  - a. To give effect to such sale, the Board of Directors may authorise any person to transfer the shares sold to the purchaser thereof and the purchaser shall be registered as the holder of the shares comprised in any such transfer.
  - b. The purchaser shall not be bound to see the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

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

### **CALLS ON SHARES**

27. Subject to the provisions of Section 91 of the Act, the Board of Directors may, from time to time, make such calls as it thinks fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times, and the member shall pay the amount of every call so made on him to the person and at the time and place appointed by the Board of Directors.
28. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed. The Board of Directors making a call may by resolution determine that the call shall be deemed to be made on a date subsequent to the date of the resolution, and in the absence of such a provision, a call shall be deemed to have been made on the same date as that of the resolution of the Board of Directors making such calls.
29. Not less than thirty day's notice of any call shall be given specifying the time and place of payment provided that before the time for payment of such call, the Directors may, by notice in writing to the members, extend the time for payment thereof.
30. If by the terms of issue of any share or otherwise, any amount is made payable at any fixed times, or by instalments at fixed time, whether on account of the share or by way of premium, every such amount or instalment shall be payable as if it were a call duly made by the Directors, on which due notice had been given, and all the provisions herein contained in respect of calls shall relate and apply to such amount or instalment accordingly.
31. If the sum payable in respect of any call or, instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the instalment shall fall due, shall pay interest for the same at the rate of 12 percent per annum, from the day appointed for the payment thereof to the time of the actual payment or at such lower rate as the Directors

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

may determine. The Board of Directors shall also be at liberty to waive payment of that interest wholly or in part.

32. The provisions of these Articles as to payment of interest shall apply in the case of non-payment of any such sum which by the terms of issue of a share, become payable at a fixed time, whether on account of the amount of the share or by way of premium, as if the same had become payable by virtue of a call duly made and notified.
33. The Board of Directors, may, if it thinks fit, receive from any member willing to advance all of or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any part of the moneys so advance may (until the same would, but for such advance become presently payable) pay interest at such rate as the Board of Directors may decide but shall not in respect of such advances confer a right to the dividend or participate in profits.
34. Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any share nor any part payment or satisfaction thereunder, nor the receipt by the Company of a portion of any money which shall from, time to time, be due from any member in respect of any share, either by way of principal or interest nor any indulgency granted by the Company in respect of the payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as herein after provided.

### **FORFEITURE OF SHARES**

35. If a member fails to pay any call or instalment of a call on the day appointed for the payment not paid thereof, the Board of Directors may during such time as any part of such call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest, which may have accrued. The Board may accept in the name and for the benefit of the Company and upon such terms and conditions as may be agreed upon, the surrender of any share liable to forfeiture and so far as the law permits of any other share.
36. On the trial or hearing of any action or suit brought by the Company against any shareholder or his representative to recover any debt or money claimed to be due to the Company in respect of his share, it shall

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

be sufficient to prove that the name of the defendant is or was, when the claim arose, on the Register of shareholders of the Company as a holder, or one of the holders of the number of shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the appointment of the Directors who made any call nor that a quorum of Directors was present at the Board at which any call was made nor that the meeting at which any call was made was duly convened or constituted nor any other matter whatsoever; but the proof of the matters aforesaid shall be conclusive evidence of the debt.

37. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice), on or before which the payment required by the notice is to be made, and shall state that, in the event of non-payment on or before the day appointed, the shares in respect of which the call was made will be liable to be forfeited.
38. If the requirements of any such notice as, aforementioned are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
39. When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture shall not be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
40. A forfeited or surrendered share may be sold or otherwise disposed off on such terms and in such manner as the Board may think fit, and at any time before such a sale or disposal, the forfeiture may be cancelled on such terms as the Board may think fit.
41. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall, notwithstanding such forfeiture, remain liable to pay and shall forthwith pay the Company all moneys, which at the date of forfeiture is payable by him to the Company in respect of the share, whether such claim be barred by limitation on the date of the

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

forfeiture or not, but his liability shall cease if and when the Company received payment in full of all such moneys due in respect of the shares.

42. The forfeiture of a share shall involve in the extinction of all interest in and also of all claims and demands against the Company in respect of the shares and all other rights incidental to the share, except only such of these rights as by these Articles are expressly saved.
43. A duly verified declaration in writing that the declarant is a Director of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and that declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposal thereof, shall constitute a good title to the share and the person to whom the share is sold or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any ) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
44. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which by terms of issue of a share, becomes payable at a fixed time, whether, on account of the amount of the share or by way of premium or otherwise as if the same had been payable by virtue of a call duly made and notified.
45. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold and may issue fresh certificate in the name of such a purchaser. 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 in respect of such shares, 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.

## **TRANSFER AND TRANSMISSION OF SHARES**

46. a. The instrument of transfer of any share in the Company shall be executed both by the transferor and the transferee and the transferor

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011



shall be deemed to remain holder of the shares until the name of the transferee is entered in the register of members in respect thereof.

- b. The Board shall not register any transfer of shares unless a proper instrument of transfer duly stamped and executed by the transferor and the transferee has been delivered to the Company along with the certificate and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares.

Provided that where it is proved to the satisfaction of the Board that an instrument of transfer signed by the transferor and the transferee has been lost, the Company may, if the Board thinks fit, on an application on such terms in writing made by the transferee and bearing the stamp required for an instrument of transfer, register the transfer on such terms as to indemnity as the Board may think fit.

- c. An application for the registration of the transfer of any share or shares may be made either by the transferor or the transferee, provided that where such application is made by the transferor, no registration shall, in the case of partly paid shares, be effected unless the Company gives notice of the application to the transferee. The Company shall, unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the register the name of the transferee in the same manner and subject to the same conditions as if the application for registration was made by the transferee.
- d. For the purpose of Sub-clause (c), notice to the transferee shall be deemed to have been duly given if despatched by prepaid registered post to the transferee at the address given in the instrument of transfer and shall be delivered in the ordinary course of post.
- e. Nothing in Sub-clause (d) shall prejudice any power of the Board to register as a shareholder any person to whom the right to any share has been transmitted by operation of law.
- f. Nothing in this Article shall prejudice the power to the Board to refuse to register the transfer of any share to a transferee, whether a member or not.

47. Shares in the Company shall be transferred by an instrument in writing in such common form as specified in Section 108 of the Companies Act.

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

48. a. The Board, may, at its absolute discretion and without assigning any reason, decline to register
- i. The transfer of any share, whether fully paid or not, to a person of whom it do not approve or
  - ii. Any transfer or transmission of shares on which the Company has a lien,
  - iii. Provided that registration of any 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 a lien on the shares.
- b. If the Board refuses to register any transfer or transmission of right, it shall, within fifteen days from the date of which the instrument or transfer of the intimation of such transmission was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission as the case may be.
- c. In case of such refusal by the Board, the decision of the Board shall be subject to the right of appeal conferred by Section 111 Sub-clause (3).
- d. The provisions of this clause shall apply to transfers of stock also.
49. a. The Board may, at its discretion, decline to recognize or accept instrument of transfer of shares unless the instrument of transfer is in respect of only one class of shares.
- b. No fee shall be charged by the Company for registration of transfers or for effecting transmission on shares on the death of any member or for registering any letters of probate, letters of administration and similar other documents.
- c. Notwithstanding anything contained in Sub-articles (b) and (c) of Article 46, the Board may not accept applications for sub-division or consolidation of shares into denominations of less than hundred (100) except when such a sub-division or consolidation is required to be made to comply with a statutory order or an order of a competent Court of Law or a request from a member to convert his holding of odd lots, subject however, to verification by the Company.

- d. The Directors may not accept applications for transfer of less than 100 equity shares of the Company, provided however, that these restrictions shall not apply to:
- i. Transfer of equity shares made in pursuance of a statutory order or an order of competent court of law.
  - ii. Transfer of the entire equity shares by an existing equity shareholder of the Company holding less than hundred (100) equity shares by a single transfer to joint names.
  - iii. Transfer of more than hundred (100) equity shares in favour of the same transferee under one or more transfer deeds, one or more of them relating to transfer of less than hundred (100) equity shares.
  - iv. Transfer of equity shares held by a member which are less than hundred (100) but which have been allotted to him by the Company as a result of Bonus and/or Rights shares or any shares resulting from Conversion of Debentures.
  - v. The Board of Directors be authorised not to accept applications for sub-division or consolidation of shares into denominations of less than hundred (100) except when such sub-division or consolidation is required to be made to comply with a statutory order of a Court of Law or a request from a member to convert his holding of odd lots of shares into transferable/marketable lots, subject, however, to verification by the Company.

Provided that where a member is holding shares in lots higher than the transferable limit of trading and transfers in lots of transferable unit, the residual shares shall be permitted to stand in the name of such transferor notwithstanding that the residual holding shall be below hundred (100).

50. a. In the event of death of any one or more of several joint holders, the survivor, or survivors, alone shall be entitled to be recognized as having title to the shares.
- b. In the event of death of any sole holder or of the death of last surviving holder, the executors or administrators of such holder or other person legally entitled to the shares shall be entitled to be recognised by the Company as having title to the shares of the deceased.

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

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

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

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

51. 1. Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time be required by the Board and subject as herein, after provided elect either
    - a. to be registered himself as a holder of the share or
    - b. to make such transfer of the share as the deceased or insolvent member could have made.
  2. The Board, shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
52. a. If the person so becoming entitled shall elect to be registered as holder of the shares himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
  - b. If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
  - c. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice of transfer had been signed by that member.

53. No transfer shall be made to an infant or a person of unsound mind.
54. Every endorsement upon the certificate of any share in favour of any transferee shall be signed by the Secretary or by some person for the time being duly authorised by the Board in that behalf.
55. The instrument of transfer shall, after registration, remain in the custody of the Company. The Board may cause to be destroyed all transfer deeds lying with the Company for a period of ten years or more.
56. a. The Company shall keep a book to be called the Register of Members, and therein shall be entered the particulars of every transfer or transmission of any share and all other particulars of shares required by the Act to be entered in such Register.
- b. The Board may, after giving not less than seven days previous notice by advertisement in some newspapers circulating in the district in which the Registered Office of the Company is situated, close the Register of Members or the Register of Debenture Holders for any period or periods not exceeding in the aggregate forty-five days in each year but not exceeding thirty days at any one time.
- c. All instruments of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.
57. The Company shall incur no liability or responsibility whatever in consequence of their registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares notwithstanding that the Company may have had notice of such equitable right or title or interest prohibiting registration of such transfer and may have entered such notice referred thereto in any book of the Company and the Company shall not be bound by or required to regard or attend to or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in the books of the Company; but the Company shall nevertheless be at liberty to have regard and to attend to any such notice and give effect thereto, if the Board shall so think fit.

## **ALTERATION OF CAPITAL**

58. a. The Company may, from time to time, in accordance with the provisions of the Act, alter by Special Resolution, the conditions of the Memorandum of Association as follows:
1. increase its share capital by such amount as it thinks expedient by issuing new shares;
  2. consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  3. convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of the denomination;
  4. sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum, so however, that in the sub-division on the proportion between the amount paid and the amount, if any, unpaid, on each reduced share shall be the same as it was in the case of the shares from which the reduced share is derived.
  5. a. Cancel shares which, at the date of passing of the resolution in that behalf, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.  
  
b. The resolution whereby any share is sub-divided may determine that, as between the holder of the shares resulting from such sub-division, one or more such shares shall have some preference or special advantage as regards dividend, capital or otherwise over or as compared with the others.
59. The Company may, by Special Resolution, reduce in any manner with and subject to any incident authorised and consent as required by law:
- a. its share capital;
  - b. any capital redemption reserve account; or
  - c. any share premium account.

## **SURRENDER OF SHARES**

60. The Directors may, subject to the provisions of the Act, accept the surrender of any share by way of compromise of any question as to the holder being properly registered in respect thereof.

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

## **MODIFICATION OF RIGHTS**

61. The rights and privileges attached to each class of shares may be modified, commuted, affected, abrogated in the manner provided in Section 107 of the Act.

## **SET OFF OF MONEY DUE TO SHAREHOLDERS**

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

## **CONVERSION OF SHARES INTO STOCK**

63. The Company may, by Ordinary Resolution, convert all or any fully paid share(s) of any denomination into stock and vice versa.
64. The holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations, under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit; provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
65. The holders of the stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters, as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and its assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
66. Such of the regulations contained in these presents, other than those relating to share warrants as are applicable to paid-up shares shall apply to stock and the words shares and shareholder in these presents shall include stock and stockholder respectively.

## **SHARE WARRANTS**

67. a. The Company may issue share warrants, subject to and in accordance with provisions of Sections 114 and 115 of the Act and

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

accordingly, the Board may in its discretion, with respect to any share which is fully paid-up on application in writing signed by the person registered as holder of the share and authenticated by such evidence, if any, as the Board may, from time to time, require as to identify the person signing in the application, and on receiving the certificate, if any, other share, and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require, issue a share warrant.

- b. Share warrants shall entitle the bearer thereof to the shares included in it and the shares shall be transferred by the delivery of the share warrant and the provisions of the Articles of the Company with respect to transfer and transmission of shares shall not apply thereto.
  - c. The bearer of a share warrant shall, on surrender of the warrant to the Company for cancellation and on payment of such sums as the Board may from time to time prescribe, be entitled to have his name entered as a Member in the Register of Members in respect of the shares included in the warrant.
68. a. The bearer of a share warrant may at any time deposit the warrant at the office of the Company and as long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company, and of attending and voting and exercising the other privileges of a member at any meeting held after the expiry of two clear days from time of deposit as if his name were inserted in the Register of Members as the holder of the shares included in the deposited warrant.
- b. Not more than one person shall be recognised as depositor of the share warrant.
  - c. The Company shall on two days' written notice, return the deposited share warrant to the depositor.
69. Subject as herein otherwise expressly provided:
- a. No person shall as bearer of a share warrant sign a requisition for calling a meeting of the Company or attend or vote or exercise any other privilege of a member at a meeting of the Company, or be entitled to receive any notices from the Company.



- b. The bearer of a share warrant shall be entitled in all other respects to the same privileges, advantages as if he were named in the Register as the holder of the shares included in the warrant and he shall be a member of the Company.
70. The Board may, from time to time, make rules as to the terms on which it shall think fit, a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction, of the original warrant.

## 70 A. DEMATERIALISATION OF SECURITIES

### a) Definitions

For the purpose of this Article:

‘Beneficial Owner’ means a person or persons whose name is recorded as such with a depository;

‘Depository’ means a company formed and registered under the Companies Act, 1956, and which has been granted a certificate of registration to act as a depository under the Securities and Exchange Board of India Act, 1992, and

‘Security’ means such security as may be specified by SEBI from time to time.

- b) Dematerialization of securities: Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise or rematerialise its securities and to offer securities in a dematerialised form pursuant to the Depositories Act, 1996 and the rules framed thereunder, if any.
- c) Options for investors: Every person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a depository. Such a person, who is the beneficial owner of the securities, can at any time opt out of a depository, if permitted by law, in respect of any security in the manner provided by the Depositories Act and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificates of securities. If a person opts to hold his security with a depository, the Company shall intimate such depository the details of allotment of the security, and on receipt of the information, the depository shall enter in its record the name of the allottee as the beneficial owner of the security.

\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

- d) Securities in depositories to be in fungible form: All securities held by a depository shall be dematerialised and be in fungible form. Nothing contained in Sections 153, 153A, 153B, 187B, 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.
- e) Rights of depositories and beneficial owners
- (i) Notwithstanding anything to the contrary contained in the Act or these Articles, a depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner.
- (ii) Save as otherwise provided in (a) above, the depository, as the registered owner of the securities, shall not have any voting rights or any other rights in respect of the securities held by it.
- (iii) Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner of the securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a depository.
- f) Service of documents  
Notwithstanding anything in the Act or these Articles to the contrary, where 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 or by delivery of floppies or discs.
- g) Transfer of securities  
Nothing contained in Section 108 of the Act or these Articles shall apply to transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a depository.
- h) Allotment of securities dealt with in a depository  
Notwithstanding anything in the Act or these Articles, where securities are dealt with in a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such securities.
- i) Distinctive numbers of securities held in a depository  
Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers of securities issued by the Company shall apply to securities held in a depository.

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

- j) Register and Index of Beneficial owners  
The Register and Index of Beneficial Owners, maintained by a depository under the Depositories Act, 1996, shall be deemed to be the Register and Index of Members and Security Holders for the purposes of these Articles.
- k) Company to recognize the rights of registered holders as also the beneficial owners in the records of the depository  
Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share, as also the beneficial owner of the shares in records of the depository as the absolute owner thereof as regards receipt of dividends or bonus or services of notices and all or any other matters connected with the Company, and accordingly, the Company shall not, except as ordered by a Court of competent jurisdiction or as by law required, be bound to recognize any benami trust or equity or equitable, contingent or other claim to or interest in such share on the part of any other person, whether or not it shall have express or implied notice thereof.

## **GENERAL MEETINGS**

71. The Company shall in each year hold in addition to the other meetings a general meeting which shall be styled as its Annual General Meeting at intervals and in accordance with the provisions of Section 166 of the Act.
72. 1. Extraordinary General Meetings may be held either at the Registered Office of the Company or at such convenient place as the Board or the Managing Director (subject to any directions of the Board) may deem fit.
2. The Chairman or Vice Chairman may, whenever they think fit, and shall if so directed by the Board, convene an Extraordinary General Meeting at such time and place as may be determined.
73. a. The Board shall, on the requisition of such number of members of the Company as is specified below, proceed duly to call an Extraordinary General Meeting of the Company and comply with the provisions of the Act in regard to meetings on requisition.
- b. The requisition shall set out matters for the consideration of which the meeting is to be called, shall be signed by the requisitionists and shall be deposited at the Registered Office of the Company or sent to the Company by Registered Post addressed to the Company at its Registered Office.

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

- c. The requisition may consist of several documents in like forms, each signed by one or more requisitionists.
  - d. The number of members entitled to requisition a meeting in regard to any matter shall be such number of them as hold, on the date of the deposit of the requisition, not less than 1/10th of such of the paid-up capital of the Company as at the date carries the right of the voting in regard to the matter set out in the requisition.
  - e. If the Board does not, within 21 days from the date of receipt of deposit of the requisition with regard to any matter, proceed duly to call a meeting for the consideration of these matters on a date not later than 45 days from the date of deposit of the requisition, the meeting may be called by the requisitionists themselves or such of the requisitionists, as represent either majority in the value of the paid-up share capital held by them or of not less than one tenth of such paid-up capital of the Company as is referred to in Sub-clause (d) above, whichever is less.
74. A General Meeting of the Company may be called by giving not less than twenty one days notice in writing, provided that a General Meeting may be called after giving shorter notice if consent thereto is accorded in the case of the Annual General Meeting by all the members entitled to vote there at and in the case of any other meeting of the Company holding not less than 95 per cent of the part of the paid- up share capital which gives the right to vote on the matters to be considered at the meeting.

Provided that where any member of the Company is entitled to vote only on some resolution or resolutions to be moved at a meeting and not on the others, those members, shall be taken into account for purpose of this clause in respect of the former resolution or resolutions and not in respect of the latter.

75. The accidental omission is to give notice of any meeting to or the non-receipt of any such notice by any of the members shall not invalidate the proceedings of any resolution passed at such meeting.
76. All business shall be deemed special that is transacted at an Extraordinary Meeting and also that is transacted at an Annual Meeting with the exception of declaration of a dividend, the consideration of the accounts, Balance Sheets and the reports of the Directors and Auditors, the election of the Directors in the place of those retiring, and the appointment of and the fixing

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

of the remuneration of Auditors. Where any item of business to be transacted at the meeting is deemed to be special as aforesaid, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business including in particular the nature of the concern or interest, if any, therein, of every Director, and the Managing Director, if any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

Provided that where any item of Special Business as aforesaid to be transacted at a meeting of the Company relates to or affects any other Company, the extent of share holding interest in that other Company of every Director and the Managing Director of the Company shall also be set out in the statement if the extent of such share holding interest is not less than 20% of the paid-up share capital of the Company.

77. Five members personally present shall be a quorum for General Meeting and no business shall be transacted at any General Meeting unless the requisite quorum is present when the meeting proceeds to business.
78. If within half an hour from the time appointed for the meeting, a quorum is not present, the meeting, if called upon the requisition of members, shall be dissolved; in any other case, it shall stand adjourned to the same day in the next week and at the same time and place or to such other day and to be at such other time and place as the Board may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
79. The Chairman of the Board of Directors shall preside at every General Meeting of the Company and if he is not present within 15 minutes after the time appointed for holding the meeting, or if he is unwilling to act as Chairman, the Vice Chairman of the Board of Directors shall preside over the General Meeting of the Company.
80. If there is no such Chairman, or Vice Chairman or if at any General Meeting, either the Chairman or Vice Chairman is not present within fifteen minutes after the time appointed for holding the meeting or if they are unwilling to take the chair, the members present shall choose one of their members to be the Chairman.

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81. The Chairman may, with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn that meeting from time to time from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of adjournment or of the business to be transacted at an adjourned meeting.
82. At a General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded in accordance with the provisions of Section 179. Unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried unanimously or by a particular majority or lost and an entry to that effect in the book of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
83. In the case of an equality of votes, the Chairman shall, both on a show of hands and on a poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member.
84. If a poll is duly demanded in accordance with the provisions of Section 179, it shall be taken in such manner as the Chairman, subject to the provisions of Section 184 and Section 185 of the Act, may direct, and the results of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.
85. A poll demanded on the election of Chairman or on a question of adjournment shall be taken forthwith. Where a poll is demanded on any other question, adjournment shall be taken at such time not being later than forty-eight hours from the time which demand was made, as the Chairman may direct.
86. a. Every member of the Company holding Equity Share(s) shall have a right to vote in respect of such capital on every resolution placed before the Company. On a show of hands, every such member present shall have one vote and shall be entitled to vote in person or

by proxy and his voting right on a poll shall be proportion to his share of the paid-up Equity Capital of the Company.

- b. Every member holding any Preference Share shall in respect of such shares have a right to vote only on resolutions which directly affect the rights attached to the Preference Shares and subject as aforesaid, every such member shall in respect of such capital be entitled to vote in person or by proxy, if the dividend due on such preference shares or any part of such dividend has remained unpaid in respect of an aggregate period of not less than two years preceding the date of the meeting. Such dividend shall be deemed to be due on Preference Shares in respect of any period, whether a dividend has been declared by the Company for such period or not, on the day immediately following such period.
  - c. Whenever the holder of a Preference Share has a right to vote on any resolution in accordance with the provisions of this article, his voting rights on a poll shall be in the same proportion as the capital paid-up in respect of such Preference Shares bear to the total equity paid-up capital of the Company.
87. A demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than that on which a poll has been demanded; The demand for a poll may be withdrawn at any time by the person or persons who made the demand.
  88. In the case of joint holders, the vote of the first named of such joint holders who tender a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
  89. A member 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.
  90. No member shall be entitled to vote at a General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
  91. On a poll, votes may be given either personally or by proxy provided that no Company shall vote by proxy as long as resolution of its Directors in accordance with provisions of Section 187 is in force.

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92. a. The instrument appointing a proxy shall be in writing under the hand of the appointed or of the attorney duly authorised in writing, or if the appointer is a Corporation, either under the common seal or under the hand of an officer or attorney so authorised. Any person may act as a proxy whether he is a member or not.
- b. A body corporate (whether a company within the meaning of this Act or not) may:
- a. If it is a member of the Company by resolution of its Board of Directors or other governing body, authorise such persons as it thinks fit to act as its representatives at any meeting of the Company, or at any meeting of any class of members of the Company;
  - b. If it is a creditor (including a holder of debentures) of the Company, by resolution of its Directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of any creditors of the Company held in pursuance of this Act or of any rules made thereunder, or in pursuance of the provisions contained in any debenture or trust deed, as the case may be.
  - c. A person authorised by resolution as aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents, as if he were personally the member, creditor or debenture holder.
93. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notary certified copy of that power of authority shall be deposited at the Registered Office of the Company not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote, and in default, the instrument of proxy shall not be treated as valid.
94. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the appointer, or revocation of the proxy, or transfer of the share in respect of which the vote is given provided no intimation in writing of the death, revocation or transfer shall have been received at the Registered Office of the Company before the commencement of the meeting or adjourned meeting at which the proxy is used.



95. Any instrument appointing a proxy may be a two way proxy form to enable the shareholders to vote for or against any resolution at their discretion. The instrument of proxy shall be in the prescribed form as given in Schedule IX under the Companies Act, 1956.

## **DIRECTORS**

96. Unless otherwise determined by a General Meeting, the number of Directors shall not be less than 3 and not more than 12. The following shall be the first directors of the Company:

- a) Mr. S Narayanan**
- b) Mr. K S Subbiah**

97. Subject to the provisions of the Act as may be applicable, the Board may appoint any person as a Managing Director to perform such functions as the Board may decide from time to time. Such Director shall be a Member of the Board.

98. Any person, whether a member of the Company or not, may be appointed as a Director. No qualification by way of holding shares in the capital of the Company shall be required of any Director.

99. a. Until otherwise determined by the Company in General Meeting, each Director shall be entitled to receive and be paid out of the funds of the Company a fee for each meeting of the Board of Directors or any committee thereof, attended by him as may be fixed by the Board of Directors from time to time subject to the provisions of Section 310 of the Act, and the Rules made thereunder. For the purpose of any resolution in this regard, none of the Directors shall be deemed to be interested in the subject matter of the resolution. The Directors shall also be entitled to be paid their reasonable travelling and hotel and other expenses incurred in consequence of their attendance at meetings of the Board or of any committee of the Board or otherwise in the execution of their duties as Directors either in India or elsewhere. The Managing/Wholtime Director of the Company who is a full time employee, drawing remuneration will not be paid any fee for attending Board Meetings.

b. Subject to the provisions of the Act, the Directors may, with the sanction of a Special Resolution passed in the General Meeting and

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

such sanction, if any, of the Government of India as may be required under the Companies Act, sanction and pay to any or all the Directors such remuneration for their services as Directors or otherwise and for such period and on such terms as they may deem fit.

- c. Subject to the provisions of the Act, the Company in General Meeting may by Special Resolution sanction and pay to the Director in addition to the said fees set out in sub-clause (a) above, a remuneration not exceeding one per cent (1%) of the net profits of the Company calculated in accordance with the provisions of Section 198 of the Act. The said amount of remuneration so calculated shall be divided equally between all the Directors of the Company who held office as Directors at any time during the year of account in respect of which such remuneration is paid or during any portion of such year irrespective of the length of the period for which they held office respectively as such Directors.
- d. Subject to the provisions of Section 314 of the Companies Act, and subject to such sanction of the Government of India, as may be required under the Companies Act, if any Director shall be appointed to advise the Directors as an expert or be called upon to perform extra services or make special exertions for any of the purposes of the Company, the Directors may pay to such Director such special remuneration as they think fit; such remuneration may be in the form of either salary, commission, or lump sum and may either be in addition to or in substitution of the remuneration specified in clause (a) of the Article.

100. The continuing Directors may act notwithstanding any vacancy in their body, but subject to the provisions contained in Article 122 below.

101. a. The Board of Directors may, from time to time, elect one of their body to be the Chairman of the Board of Directors and one as the Vice Chairman of the Board.

- b. Subject to the provisions of the Act, the Chairman and the Vice Chairman may be paid such remuneration for their services as Chairman and Vice Chairman respectively, and such reasonable expenses including expenses connected with travel, secretarial service and entertainment, as may be decided by the Board of Directors from time to time.

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102. If the office of any Director becomes vacant before the expiry of the period of his Directorship in normal course, the resulting casual vacancy may be filled by the Board at a Meeting of the Board subject to Section 262 of the Act. Any person so appointed shall hold office only upto the date which the Director in whose place he is appointed would have held office if the vacancy had not occurred as aforesaid.

### VACATION OF OFFICE BY DIRECTORS

103. a. The office of a Director shall be vacated if:
- i. he fails to obtain within the time specified in Sub-section (i) of Section 270 or at any time thereafter ceases to hold the share qualification, if any, required of him by the Articles of the Company;
  - ii. he is found to be unsound mind by a Court of competent jurisdiction;
  - iii. he applies to be adjudicated as an insolvent;
  - iv. he is an undischarged insolvent;
  - v. he is convicted by a Court of any offence involving moral turpitude and is sentenced in respect thereof to imprisonment for not less than six months;
  - vi. he fails to pay any call in respect of shares of the Company held by him, whether alone or jointly with others, within six months from the last date fixed for the payment of the call; unless the Central Government has by notification in official Gazette removed the disqualification for such failure;
  - vii. he absents himself from three consecutive meetings of the Board or from all meetings of the Board for a continuous period of three months, whichever is longer, without obtaining leave of absence from the Board;
  - viii. 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;
  - ix. he acts in contravention of Section 299 of the Act;
  - x. he becomes disqualified by an order of Court under Section 203 of the Act or
  - xi. he is removed in pursuance of Section 284 of the Act,

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- b. having been appointed a Director by virtue of holding any office or other employment in the Company, he ceases to hold such office or other employment in the Company;
  - c. notwithstanding anything in Clause (d), (e) and (i) aforesaid, the disqualification referred to in those clauses shall not take effect:
    - i. for thirty days from the date of the adjudication, sentence or order;
    - ii. where any appeal or petition is preferred within the thirty days aforesaid against the adjudication, sentence or conviction resulting in the sentence or order until the expiry of seven days from the date on which such appeal or petition is disposed off; or
    - iii. where within the seven days as aforesaid, any further appeal or petition is preferred in respect of the adjudication, sentence, conviction or order, and appeal or petition, if allowed, would result in the removal of the disqualification, until such further appeal or petition is disposed off.
104. (a) The Board may appoint an Alternate Director to act for a Director hereinafter called in this clause “the Original Director” during his absence for a period of not less than 3 months from the state in which the meetings of the Board are ordinarily held.
- (b) An Alternate Director appointed as aforesaid shall vacate office if and when the Original Director returns to the state in which meetings of the Board are ordinarily held.
105. The Directors may, from time to time, appoint a person as an Additional Director provided that the number of Directors and Additional Directors together shall not exceed the maximum number of Directors fixed under Article 96(a) above. Any person so appointed as an Additional Director shall hold office upto the date of the next Annual General Meeting of the Company.
- a. Not less than two-thirds of the total number of Directors shall be appointed on the Board of Directors of the Company by holders of Equity Shares in General Meeting and the Directors shall be subject to retirement by rotation.
106. Any trust deed for securing debentures or debenture-stocks may, if so arranged, provide for the appointment, from time to time, by the Trustees

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

107. a. Notwithstanding anything to the contrary contained in the Articles, so long as any moneys remain owing by the Company the any finance corporation or credit corporation or body, (herein after in this Article referred to as "The Corporation") out of any loans granted by them to the Company or as long as any liability of the Company arising out of any guarantee furnished by the Corporation, on behalf of the Company remains defaulted, or the Company fails to meet its obligations to pay interest and/or instalments, the Corporation shall have right to appoint from time to time any person or person as a Director or Directors (which Director or Directors is/are hereinafter referred to as "Nominee Director(s)") on the Board of the Company and to remove from such office any person so appointed, any person or persons in his or their place(s).

b. The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s as long as such default continues. Such Nominee Director/s shall not be required to hold any share qualification in the Company, and such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

The Nominee Director/s appointed shall hold the said office as long as any moneys remain owing by the Company to the Corporation or the liability of the Company arising out of the guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office immediately the moneys owing by the Company to the Corporation are paid off or on the satisfaction of the liability of the Company arising out of the guarantee furnished by the Corporation.

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The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, and of the Meeting of the Committee of which the Nominee Director/s is/are member/s. The Corporation shall also be entitled to receive all such notices. The Company shall pay to the Nominee Director/s sitting fees and expenses to which the other Director/s of the Company are entitled, but if any other fee, commission, monies or remuneration in any form is payable to the Director/s of the Company, the fee, commission, monies and remuneration in relation to such Nominee Director/s shall accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their appointment to Directorship shall also be paid or reimbursed by the Company to the Corporation or, as the case may be, to such Nominee Director/s.

Provided that if any such Nominee Director/s is an officer of the Corporation, the sitting fees, in relation to such Nominee Director/s shall so accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation.

c. The Corporation may at any time and from time to time remove any such Corporation Director appointed by it and may at the time of such removal and also in the case of death or resignation of the person so appointed, at any time appoint any other person as a Corporation Director in his place. Such appointment or removal shall be made in writing signed by the Chairman or Joint Chairman of the Corporation or any person and shall be delivered to the Company at its Registered office. It is clarified that every Corporation entitled to appoint a Director under this Article may appoint such number of persons as Directors as may be authorised by the Directors of the Company, subject to Section 255 of the Act and so that the number does not exceed 1/3 of the maximum fixed under Article 96(a).

108. a. Subject to the provisions of the Act, the Directors shall not be disqualified by reason of their office as such from contracting with the Company either as vendor, purchaser, lender, agent, broker, or otherwise, nor shall any such contract or any contract or arrangement entered into by on behalf of the Company with any Director or with any company or partnership of or in which any Director shall be a member or otherwise interested be avoided nor shall any Director so contracting or being such member or so

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

interested be liable to account to the Company for any profit realised by such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established but the nature of the interest must be disclosed by the Director at the meeting of the Board at which the contract or arrangements is determined or if the interest then exists in any other case, at the first meeting of the Board after the acquisition of the interest.

Provided nevertheless that no Director shall vote as a Director in respect of any contract or arrangement in which he is so interested as aforesaid or take part in the proceedings thereat and he shall not be counted for the purpose of ascertaining whether there is quorum of Directors present. This provision shall not apply to any contract by or on behalf of the Company to indemnify the Directors or any of them against any loss they may suffer by becoming or being sureties for the Company. A general notice that any Director is a Director or member of any specified firm and is to be regarded as interested in any subsequent transaction with such company or firm shall, as regards any such transaction be sufficient disclosure under this Article and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such company or firm.

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

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

110. Notwithstanding anything contained in these presents, any Director contracting with the Company shall comply with the provisions of Section 299 of the Companies Act, 1956.

111. Subject to the limitations prescribed in the Companies Act, 1956, the Directors shall be entitled to contract with the Company and no Director shall be disqualified by having contracted with the Company as aforesaid.

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## ROTATION OF DIRECTORS

112. At the first Annual General Meeting of the Company, the whole of the Directors excepting the Non-rotational, Corporation Directors, Professional Directors or Debenture Directors shall retire from office. At every subsequent annual meeting, one-third of the Directors liable to retirement by rotation for the time being or, if their number is not three or a multiple of three, then the number nearest to one-third any fraction contained in that  $1/3$ rd being rounded off as one shall retire from office.
113. A retiring Director shall be eligible for re-election and the Company at the General Meeting at which a Director retires in the manner aforesaid may fill up vacated office by electing a person thereto.
114. The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who become Directors on the same day, those to retire shall, unless they otherwise agree among themselves, be determined by lot.
115. Subject to Section 256 of the Act, if at any meeting at which an election of Directors ought to take place, the place of the vacating or deceased Directors is not filled up and the meeting has not expressly resolved not to fill up or appoint 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, place, and if at the adjourned meeting the place of vacating Directors is not filled up and the meeting has also not expressly resolved not to fill up the vacancy, then the vacating Directors or such of them as have not had their places filled up shall be deemed to have been reappointed at the adjourned meeting.
116. Subject to the provisions of Sections 252, 255 and 259, the Company in General Meeting may increase or reduce the number of Directors subject to the limits set out in Article 94 (a) and may also determine in what rotation the increased or reduced number is to retire.
117. Subject to provisions of Section 284, the Company, by Ordinary Resolution, may at any time remove any Director except Government Directors before the expiry of his period of office, and may by Ordinary Resolution appoint another person in his place. The person so appointed shall hold office until the date upto which his predecessor would have

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held office if he had not been removed as aforementioned. A Director so removed from office shall not be re-appointed as a Director by the Board of Directors. Special Notice shall be required of any resolution to remove a Director under this Article, or to appoint somebody instead of the Director at the meeting at which he is removed.

118. A person not being a retiring Director shall be eligible for appointment to the office of a Director at any general meeting if he or some other member intending to propose him as a Director has not less than fourteen 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 the Director, or the intention of such member to propose him as a candidate for that office, as the case may be "along with a deposit of such sum as may be prescribed by the Act or the Central Government from time to time which shall be refunded to such person or as the case may be, to such member, if the person succeeds in getting elected as a Director".
119. The Company shall keep at its Registered Office a register containing the addresses and occupation and the other particulars required by Section 303 of the Act of its Directors, Managing Directors and Secretary and shall send to the Registrar of Companies returns as required by the Act.
120. The business of the Company shall be carried on by the Board of Directors.
121. The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings, as it thinks fit, provided that a meeting of the Board shall be held at least once in every three months; and at least four such meetings shall be held in every year.
122. A Director may at any time request the Secretary to convene a meeting of the Directors. It shall not be necessary to give notice of a meeting of the Directors to a Director who is not in India, subject to Section 286 of the Act.
123. a. Save as otherwise expressly provided in the Act, a meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally and all questions arising at any meeting of the Board shall be decided by a majority of the Board.

- b. In case of an equality of votes, the Chairman shall have a second or casting vote in addition to his vote as a Director.
124. The continuing Directors may act notwithstanding any vacancy in the Board, but if and as long as their number is reduced below three, the continuing Directors or Director may act for the purpose of increasing the number of Directors to three or for summoning a General Meeting of the Company and for no other purpose.
125. The quorum for a meeting of the Board shall be one third of its total strength (any fraction contained in that one-third being rounded off as one) or two Directors whichever is higher; provided that where at any time the number of interested Directors is equal to or exceeds two-thirds of the total strength, the number of the remaining Directors, that is to say, the number of Directors who are not interested present at the meeting being not less than two shall be the quorum during such time. The total strength of the Board shall mean the number of Directors actually holding office as Directors on the date of the resolution or meeting, that is to say, the total strength of the Board after deducting therefrom the number of Directors, if any, whose places are vacant at the time.
126. If no person has been appointed as Chairman or Vice Chairman under Article 101 or if at any meeting, the Chairman or Vice Chairman of the Board is not present within fifteen minutes after the time appointed for holding the meeting, the Directors present may choose one of their members to be the Chairman of the meeting.
127. a. The Board may, from time to time, and at any time constitute one or more Committees of the Board consisting of such member or members of its body as the Board may think fit.
- b. Subject to the provisions of Section 292, the Board may delegate from time to time and at any time to any Committee so appointed all or any of the powers, authorities and discretions for the time being vested in the Board and such delegation may be made on such terms and subject to such conditions as the Board may think fit.
- c. The Board may from time to time, revoke, add to or vary any powers, authorities and discretions so delegated.

128. The meeting and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto, and not superseded by any regulations made by the Directors under the last proceeding Article.
129. a. The Chairman or the Vice Chairman shall be the Chairman of its meetings, if either is not available or if at any meeting either is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairman of the meeting.
- b. The quorum of a Committee may be fixed by the Board and until so fixed, if the Committee is of a single member or two members, the quorum shall be one and if more than two members, it shall be two.
130. a. A Committee may meet and adjourn as it thinks proper.
- b. Questions arising at any meeting of a Committee shall be determined by the sole member of the Committee or by a majority of votes of the members present as the case may be and in case of an equality of votes, the Chairman shall have a second or casting vote in addition to his vote as a member of the Committee.
131. All acts done by any meeting of the Board or a Committee thereof, or by any person acting as a Director shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or any person acting as aforesaid, or that any of them was disqualified, be as valid as if every such Director and such person had been duly appointed and was qualified to be a Director.
132. Save as otherwise expressly provided in the Act, a resolution in writing circulated in draft together with necessary papers, if any, to all the members of the Committee then in Indian (not being less in number than the quorum fixed for the meeting of the Board or the Committee as the case may) and to all other Directors or members at their usual address in India or by a majority of such of them as are entitled to vote on the resolution shall be valid and effectual as if it had been a resolution duly passed at a meeting of the Board or Committee duly convened and held.

## POWERS AND DUTIES OF DIRECTORS

133. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not, by the act or any statutory modification thereof for the time being in force, or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to any regulation of these Articles, to the provisions of the said Act, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting, shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
134. The Board may appoint at any time and from time to time by a power of attorney under the Company's seal, any person to be the Attorney of the Company for such purposes and with such powers, authorities and discretions not exceeding those vested in or exercisable by the Board under these Articles and for such period and subject to such conditions as the Board may from time to time think fit and any such appointment, may, if the Board thinks fit, be made in favour of the members, or any of the members of any firm or company, or the members, Directors, nominees or managers of any firm or company or otherwise in favour of any body or persons whether nominated directly or indirectly by the Board and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the Board may think fit.
135. The Board may authorise any such delegate or attorney as aforesaid to sub-delegate all or any of the powers and authorities for the time being vested in him.
136. The Board shall duly comply with the provisions of the Act and in particular with the provisions in regard to the registration of the particulars of mortgages and charges affecting the property of the Company or created by it, and keep a register of the Directors, and send to the Registrar an annual list of members and a summary of particulars relating thereto, and notice of any consolidation or increase of share capital and copies of special resolutions, and such other resolutions and agreements required to be filed under Section 192 of the Act and a copy of the Register of Directors and notifications of any change therein.

137. In furtherance of and without prejudice to the general powers conferred by or implied in these Articles and other powers conferred by these Articles, and subject to the provisions of Sections 292 and 293 of the Act, that may become applicable, it is hereby expressly declared that it shall be lawful for the Directors to carry out all or any of the objects set forth in the Memorandum of Association and to the following things.
138. a. To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they think fit and to sell, let, exchange, or otherwise dispose of the property, privileges and undertakings of the Company upon such terms and conditions and for such consideration as they may think fit.
- b. At their discretion to pay for any property, rights and privileges acquired by or services rendered to the Company, either wholly or partially, in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid-up or with such amount credited as paid-up, the sum as may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
- c. To secure the fulfillment of any contracts or agreements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such other manner as they think fit.
- d. To appoint and at their discretion remove, or suspend such agents, secretaries, officers, clerks and servants for permanent, temporary or special services as they may from time to time think fit and to determine their powers and duties and fix their powers and duties and fix their salaries or emoluments and to the required security in such instances and to such amount as they think fit.
- e. To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payments or satisfaction of any dues and of any claims or demands by or against the Company.
- f. To refer to, any claims or demands by or against the Company to arbitration and observe and perform the awards.

- g. To make and give receipts, releases and other discharges for money payable to the Company and of the claims and demands of the Company.
- h. To act on behalf of the Company in all matters relating to bankrupts and insolvents.
- i. To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed upon.
- j. To give any person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profits of the Company.
- k. To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.
- l. From time to time, make, vary and repeal bye-laws for the regulations of the business for the Company, its officers and servants.
- m. Before recommending any dividends, to set-aside portions of the profits of the Company to form a fund to provide for such pensions, gratuities or compensations; or to create any provident fund or benefit fund in such or any other manner as the Directors may deem fit.
- n. To make and alter rules and regulations concerning the time and manner of payments of the contributions of the employees and the Company respectively to any such fund and accrual, employment, suspension and forfeiture of the benefits of the said fund and the application and disposal thereof and otherwise in relation to the working and management of the said fund as the Directors shall from time to time think fit.
- o. And generally, at their absolute discretion, to do and perform every act and thing which they may consider necessary or expedient for the

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

purpose of carrying on the business of the Company, excepting such acts and things as by Memorandum of Association of the Company or by these presents may stand prohibited.

138A. a. Subject to the provisions of Sections 197A, 198, 269 and 310 of the Act, the following provisions shall apply:

b. The Board of Directors may appoint or re-appoint one or more of their body, not exceeding two, to be the Managing Director or Managing Directors of the Company for such period not exceeding 5 years as it may deem fit, subject to such approval of the Central Government as may be necessary in that behalf.

c. The remuneration payable to a Managing Director shall be determined by the Board of Directors subject to the sanction of the Company in General Meeting and of the Central Government, if required.

d. If at any time there are more than one Managing Director, each of the said Managing Directors may exercise individually all the powers and perform all the duties that a single Managing Director may be empowered to exercise or required to perform under the Companies Act or by these presents or by any Resolution of the Board of Directors and subject also to such restrictions or conditions as the Board may from time to time impose.

e. The Board of Directors may at any time and from time to time designate any Managing Director as Deputy Managing Director or Joint Managing Director or by such other designation as it deems fit.

f. A Managing Director shall not, whilst he continues to hold that office, be subject to retirement by rotation and he shall not be taken into account in determining the retirement of Directors by rotation, but shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to resignation/removal as the other Directors of the Company. He shall ipso facto and immediately, cease to be Managing Director if he ceases to hold the office of Director from any cause.

g. Subject to the supervision, control and directions of the Board of Directors, the Managing Director/Managing Directors shall have the management of the whole of the business of the Company and of all its affairs and shall exercise all powers and perform all duties and in relation

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

to the management of the affairs, except such powers and such duties as are required by Law or by these presents to be exercised or done by the Company in General Meeting or by the Board and also subject to such conditions and restrictions imposed by the Act or by these presents or by the Board of Directors. Without prejudice to the generality of the foregoing, the Managing Director/Managing Directors shall exercise all powers set out in Article 137 above except those which are by law or by these presents or by any resolution of the Board required to be exercised by the Board or by the Company in General Meeting.

138B. 1. Subject to the provisions of the Act and subject to the approval of the Central Government, if any, required in that behalf, the Board may appoint one or more of its body, as Wholetime Director or Wholetime Directors on such designation and on such terms and conditions as it may deem fit. The Wholetime Directors shall perform such duties and exercise such powers as the Board may from time to time determine which shall exercise all such powers and perform all such duties subject to the control, supervision and directions of the Board and subject thereto the supervision and directions of the Managing Director. The remuneration payable to the Wholetime Directors shall be determined by the Company in General Meeting, subject to the approval of the Central Government, if any, required in that behalf.

2. A Whole-time Director shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to resignation and removal as the other Directors, and he shall, ipso facto and immediately, cease to be Wholetime Director, if he ceases to hold the Office of Director from any cause except where he retires by rotation in accordance with the Articles at an Annual General Meeting and is re-elected as a Director at that Meeting.

138C. The Board shall have power to appoint a Secretary a person fit in its opinion for the said office, for such period and on such terms and conditions as regards remuneration and otherwise as it may determine. The Secretary shall have such powers and duties as may, from time to time, be delegated or entrusted to him by the Board or the President.

139. Subject to the provisions of the Act, any branch or kind of business which by the Memorandum of Association of the Company or these presents is expressly or by implication authorised to be undertaken by the Company, may be undertaken by the Board at such time or times as it

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011



shall think fit and further may be suffered by it to be in abeyance whether such branch or kind of business may have been actually commenced or not so long as the Board may deem it expedient not to commence or proceed with such branch or kind of business.

140. Subject to Section 292, the Board may delegate all or any of its powers to any Director, jointly or severally or to any one Director at its discretion or to the Executive Director.
141. Subject to the provisions of Section 292 of the Act, all decisions of the Board shall be taken by majority vote except decisions on the following issues for which the Company will require the consent of the promoter or his representative(s) in writing:
- a. Subject to the provisions of the Act, investing the surplus funds of the Company in any other activity other than the business of the Company and/or acquiring interest in any other company including proposal for creation of subsidiaries,
  - b. Issue/provide security, provide guarantee or indemnity to any third party other than in the normal course of business,
  - c. Appropriating the profits of the Company, declaration of dividend to any class of members,
  - d. Appointment of Internal and Statutory Auditors for the Company and fixing their remuneration,
  - e. Takeover, merger, amalgamation or listing of any class of shares, debentures or other securities issued by the Company, or any other form of re-organization including capital and/or corporate restructuring, altering the business or legal structure of the Company substantially, opening & closing of branches of the Company,
  - f. Any issue or buyback of shares, debentures or any other securities including bonus shares, rights shares or any new class of shares with preferential rights but excluding shares proposed to be issued under the ESOP.
  - g. Acquisition, sale, mortgage of real property or assets of the Company,
  - h. Any change in the Memorandum and Articles of Association,
  - i. Dis-investment of any shares or assets of the Company or any part thereof,

- j. Altering the Capital Clause of the Company in the Memorandum and Articles of Association of the Company further issue of shares/stocks and/or issue of any kind of securities by the Company to any persons, including the existing members of the Company,
- k. Liquidation or dissolution of the Company and winding-up of the Company,
- l. Subject to the provisions of the Act and Securities Contract (Regulation) Act, approving the transfer / transmission / transposition of any equity shares, preference shares, or other securities of the Company including transfer of equity and/or preference shares of the Company to a third party(ies), including transfer by way of a de-merger,
- m. Valuation of the equity/preference shares of the company.
- n. Any contracts with Affiliated Parties, Directors, Managing Director, Chief Executive Officer in excess of Rs. 10.00 Lakhs (Rupees Ten Lakhs Only) per annum.

## **BORROWING**

142. a. The Board may, from time to time, raise any money or any moneys or sums of money for the purpose of the Company; provided that the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not, without the sanction of the Company at a General Meeting, exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set-apart for any specific purpose and in particular but subject to the provisions of Section 292 of the Act, the Board may, from time to time, at its discretion raise or borrow or secure the payment of any such sum or sums of money for the purpose of the Company, by the issue of debentures to members, perpetual or otherwise including debentures convertible into shares of this or any other company or perpetual annuities in security of any such money so borrowed, raised or received, mortgage, pledge or charge, the whole or any part of the property, assets, or revenue of the Company, present or future, including its uncalled capital by special assignment or otherwise or transfer or convey the same absolutely or entrust and give the lenders powers of sale and other powers as may be expedient and purchase, redeem or pay off any such security.

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

Provided that every resolution passed by the Company in General Meeting in relation to the exercise of the power to borrow as stated above shall specify the total amount upto which moneys may be borrowed by the Board of Directors, provided that subject to the provisions of clause next above, the Board may, from time to time, at its discretion, raise or borrow or secure the repayment of any sum or sums of money for the purpose of the Company as such time and in such manner and upon such terms and conditions in all respects as it thinks fit and in particular, by promissory notes or by opening current accounts, or by receiving deposits and advances, with or without security or by the issue of bonds, perpetual or redeemable debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being or by mortgaging or charging or pledging any land, building, bond or other property and security of the Company or by such other means as them may seem expedient.

143. Such debentures, debenture stock, bonds or other securities may be made assignable, free from any equities between the Company and the person to whom the same may be issued.
144.
  - a. Any such debenture, debenture stock, bond or other security may be issued at a discount, premium or otherwise, and with any special privilege as the redemption, surrender, drawing, allotment of shares of the Company, or otherwise, provided that debentures with the right to allotment or conversion into shares shall not be issued except with the sanction of the Company in General Meeting.
  - b. Any trust deed for securing of any debenture or debenture stock and or any mortgage deed and/or other bond for securing payment of moneys borrowed by or due by the Company and/or any contract or any agreement made by the Company with any person, firm, body corporate, Government or authority who may render or agree to render any financial assistance to the Company by way of loans advanced or by guaranteeing of any loan borrowed or other obligations of the Company or by subscription to the share capital of the Company or provide assistance in any other manner may provide for the appointment from time to time, by any such mortgagee, lender, trustee of or holders of debentures or contracting party as aforesaid, of one or more persons to be a Director or Directors of the Company. Such trust

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

deed, mortgage deed, bond or contract may provide that the person appointing a Director as aforesaid may, from time to time, remove any Director so appointed by him and appoint any other person in his place and provide for filling up of any casual vacancy created by such person vacating office as such Director. Such power shall determine and terminate on the discharge or repayment of the respective mortgage, loan or debt or debenture or on the termination of such contract and any person so appointed as Director under mortgage or bond or debenture trust deed or under such contract shall cease to hold office as such Director on the discharge of the same. Such appointment and provision in such document as aforesaid shall be valid and effective as if contained in these presents.

- c. The Director or Directors so appointed by or under a mortgage deed or other bond or contract as aforesaid shall be called a Mortgage Director or Mortgage Directors and the Director if appointed as aforesaid under the provisions of a debenture trust deed shall be called "Debenture Director". The words "Mortgage" or "Debenture Director" shall mean the Mortgage Director for the time being in office. The Mortgage Director or Debenture Director shall not be required to hold any qualification shares and shall not be liable to retire by rotation or to be removed from office by the Company. Such mortgage deed or bond or trust deed or contract may contain such auxiliary provision as may be arranged between the Company and mortgagee lender, the trustee or contracting party, as the case may be, and all such provisions shall have effect notwithstanding any of the other provisions herein contained but subject to the provisions of the Act.
  - d. The Directors appointed as Mortgage Director or Debenture Director or Corporate Director under the Article shall be deemed to be ex-officio Directors.
  - e. The total number of ex-officio Directors, if any, so appointed under this Article together with the other ex-officio Directors, if any, appointment under any other provisions of these presents shall not at any time exceed one-third of the whole number of Directors for the time being.
145. Any uncalled capital of the Company may be included in or charged by mortgage or other security.

146. Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject such prior charge, and shall not be entitled, by notice to the shareholder or otherwise, to obtain priority over such prior charge.
147. If the Directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or other person so becoming liable as aforesaid from any loss in respect of such liability.
148. a. Subject to the provisions of the Act, the Board shall exercise the following powers on behalf of the Company and the said power shall be exercised only by resolution passed at the meetings of the Board.
1. Power to make calls on shareholders in respect of moneys unpaid on their shares;
  2. Power to issue debentures;
  3. Power to borrow moneys otherwise than on debentures;
  4. Power to invest the funds of the Company;
  5. Power to make loans.
- b. The Board may by a meeting delegate to any Committee of the Board or to the Managing Director the powers specified in Sub-clauses, 3,4 and 5 above.
- c. Every resolution delegating the power set out in Sub-clause 3 shall specify the total amount outstanding at any one time up to which moneys may be borrowed by the said delegate.
- d. Every resolution delegating the power referred to in Sub-clause 4 shall specify the total amount upto which the funds may be invested and the nature of investments which may be made by the delegate.
- e. Every resolution delegating the power referred to in Sub-clause 5 above shall specify the total amount upto which loans may be made by the delegate, the purposes for which the loans may be made, and the maximum amount of loans that may be made for each such purpose in individual cases.

149. The Directors shall cause a proper register to be kept in accordance with the provisions of the Companies Act, 1956 for all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the said Act, in regard to the registration of mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the said Act, in regard to the registration of mortgages and charges therein specified and otherwise and shall also duly comply with the requirements of the said Act as to keeping a copy of every instrument creating any mortgage or charge by the Company at the office.
150. Every register of holders of debentures of the Company may be closed for any period not exceeding on the whole forty five days in any year, and not exceeding thirty days at any one time. Subject as the aforesaid, every such register shall be open to the inspection of registered holders of any such debenture and of any member but the Company may in General Meeting impose any reasonable restriction so that at least two hours in every day, when such register is open, are appointed for inspection.
151. The Company shall comply with the provisions of the Companies Act, 1956, as to allow inspection of copies kept at the Registered Office in pursuance of the said Act, and as to allowing inspection of the Register of Mortgages to be kept at the office in pursuance of the said Act.
152. The Company shall comply with the provisions of the Companies Act, 1956, as to supplying copies of any register of holders of debentures or any trust deed for securing any issue of debentures.
153. Holders of debentures and any person from whom the Company has accepted any sum of money by way of deposit, shall on demand, be entitled to be furnished, free of cost, or for such sum as may be prescribed by the Government from time to time, with a copy of the Balance Sheet of the Company and other reports attached or amended thereto including the Profit and Loss Account.
154. a. The Company shall comply with the requirements of Section 193 of the Act, in respect of the keeping of the minutes of all proceedings of every General Meeting and every meeting of the Board or any Committee of the Board.

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

155. All the powers conferred on the Managing Director by these presents, or otherwise may, subject to any directions to the contrary by the Board of Directors, be exercised by any of them severally.

### **MANAGER**

156. Subject to the provisions of the Act, the Directors may appoint any person as Manager for such term not exceeding five years at a time at such remuneration and upon such conditions as they may think fit and any Manager so appointed may be removed by the Board.

### **COMMON SEAL**

157. The Board shall provide a common seal of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof. The common seal shall be kept at the Registered Office of the Company and committed to the custody of the Directors.

158. \*\*The seal shall not be affixed to any instrument except by the authority of a resolution of the Board or Committee and unless the Board otherwise determines, every deed or other instrument to which the seal is required to be affixed shall, unless the same is executed by a duly constituted attorney for the Company, be signed by one Director or Secretary or such other person as may from time to time be authorized by the Board and provided nevertheless that any instrument bearing the seal of the Company issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority to issue the same.

### **DIVIDENDS AND RESERVES**

159. The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these presents and subject to the provisions of these presents as to the Reserve Fund, shall be divisible among the equity shareholders.

\* \* Modified in pursuance of the Special Resolution passed by the Members at the Annual General Meeting of the Company held on 29<sup>th</sup> September 2014.

\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

160. The Company in General Meeting may declare dividends but no dividend shall exceed the amount recommended by the Board.
161. The declarations of the Directors as to the amount of the net profits of the Company shall be conclusive.
162. The Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.
163. No dividend shall be payable except out of the profits of the year or any other undistributed profits except as provided by Sections 205 and 208 of the Act.
164. a. The Board may, before recommending any dividends, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends and pending such application may, at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.
- b. The Board may also carry forward any profits which it may think prudent not to divide without setting them aside as Reserve.
165. a. Subject to the rights of persons, if any, entitled to share with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid.
- b. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of these regulations as paid on the share.
- c. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividends as from a particular date, such shares shall rank for dividend accordingly.



166. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls in relation to the shares of the Company or otherwise.
167. Any General Meeting declaring a dividend or bonus may make a call on the members of such amounts 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 themselves, be set off against the call.
168. a. Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through post directly to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named in the Register of Members or to such person and to such address of the holder as the joint holders may in writing direct.
- b. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- c. Every dividend or warrant or cheque shall be posted within forty two days from the date of declaration of the dividends.
169. The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a member in respect thereof or shall duly transfer the same.
- (A) "Where any instrument of transfer of shares has been delivered to the Company for registration on holders, the Transfer of such shares and the same has not been registered by the Company, it shall, and notwithstanding anything contained in any other provision of the Act:
- a) transfer the dividend in relation to such shares to the Special Account referred to in Section 205A of the Act, unless the Company is authorized by the registered holder, of such shares in writing to pay such dividend to the transferee specified in such instrument of transfer, and
- b) Keep in abeyance in relation to such shares any offer of rights shares under Clause(a) of Sub-section (1) of Section 81 of the Act,

and any issue of fully paid-up bonus shares in pursuance of Sub-section (3) of Section 205 of the Act”.

170. Any one of two of the joint holders of a share may give effectual receipt for any dividend, bonus, or other money payable in respect of such share.
171. Notice of any dividend that may have been declared shall be given to the person entitled to share therein in the manner mentioned in the Act.
172. No dividend shall bear interest against the Company.
173. No unclaimed dividends shall be forfeited. Unclaimed dividends shall be dealt with in accordance to the provisions of Section 205A of the Companies Act, 1956.
174. Any transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

### **CAPITALISATION OF PROFITS**

175. a. The Company in General Meeting, may on the recommendation of the Board, resolve:
  1. that the whole or any part of any amount standing to the credit of the Share Premium Account or the Capital Redemption Reserve Fund or any money, investment or other asset forming part of the undivided profits, including profits or surplus moneys arising from the realization and (where permitted by law) from the appreciation in value of any Capital assets of the Company standing to the credit of the General Reserve, Reserve or any Reserve Fund or any amounts standing to the credit of the Profit and Loss Account or any other fund of the Company or in the hands of the Company and available for the distribution as dividend capitalized; and
  2. that such sum be accordingly set free for distribution in the manner specified in Sub-clause (2) amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportion.
- b. The sum aforesaid shall not be paid in cash but shall be applied, subject to the provisions contained in Sub-clause (3) either in or towards:

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

1. paying up any amount for the time being unpaid on any share held by such members respectively;
  2. paying up in full unissued shares of the Company to be allotted and distributed and credited as fully paid-up to and amongst such members in the proportion aforesaid; or
  3. partly in the way specified in Sub-clause (i) and partly in that specified in Sub-clause (ii).
- c. A share premium account and a capital redemption reserve account may for the purpose of this regulation be applied only in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.
- d. The Board shall give effect to resolutions passed by the Company in pursuance of this Article.
176. a. Whenever such a resolution as aforesaid shall have been passed, the Board shall:
1. make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issue or fully paid shares if any; and
  2. generally do all acts and things required to give effect thereto.
- b. The Board shall have full power:
1. to make such provision by the issue of fractional certificates or by payments in cash or otherwise as it thinks fit in the case of shares becoming distributable in fractions and also;
  2. to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively credited as fully paid-up of any further shares to which they may be entitled upon such capitalisation, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on the existing shares.

- c. Any agreement made under such authority shall be effective and binding on all such members.

## ACCOUNTS

- 177. a. The Board shall cause proper books of accounts to be kept in respect of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Company, and of the assets and liabilities of the Company.
  - b. All the aforesaid books shall give a fair and true view of the affairs of the Company or of its branch as the case may be, with respect to the matters aforesaid, and explain in transactions.
  - c. The books of accounts shall be open to inspection by any Director during business hours.
178. The books of account shall be kept at the Registered Office or at such other place as the Board thinks fit.
179. The Board shall, from time to time, determine whether and to what extent and at what time and under what conditions or regulations the accounts and books and documents of the Company or any of them shall be open to the inspection of the members and no member (not being a Director) shall have any right of inspection any account or book or document of the Company except as conferred by statute or authorised by the Board or by a resolution of the Company in General Meeting.
180. The Board shall lay before such Annual General Meeting a Profit and Loss Account for the financial year of the Company and a Balance Sheet made up as at the end of the financial year which shall be a date which shall not precede the day of the meeting by more than six months or such extension of time as shall have been granted by the Registrar under the provisions of the Act.
181. Subject to the provisions of Section 211 of the Act, every Balance Sheet and Profit and Loss Account of the Company shall be in the forms set out in Parts I and II respectively of Schedule VI of the Act, or as near thereto as circumstances admit.

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

182. a. Subject to Section 215 of the Act, every Balance Sheet and every Profit and Loss Account of the Company shall be signed on behalf of the Board by not less than two Directors.
- b. The Balance Sheet and the Profit and Loss Account shall be approved by the Board before they are signed on behalf of the Board in accordance with the provisions of this Article and before they are submitted to the Auditors for their report thereon.
183. The Profit and Loss Account shall be annexed to the Balance Sheet and the Auditor's Report shall be attached thereto.
184. a. Every Balance Sheet laid before the Company in General Meeting shall have attached to it a report by the Board with respect to the state of the Company's affairs, the amounts, if any, which it proposes to carry to any reserve either in such Balance Sheet or in a subsequent Balance Sheet and the amount, if any, which it recommends to be paid by way of dividend.
- b. The report shall, so far as it is material for the appreciation of the state of the Company's affairs by its members and will not in the Board's opinion be harmful to its business or that of any of its subsidiaries, deal with any change which has occurred during the financial year in the nature of the Company's business or that of the Company's subsidiaries and generally in the classes of business in which the Company has an interest and material changes and commitments, if any, affecting the financial position of the Company which has occurred between the end of the financial year of the Company to which the Balance Sheet relates and the date of the report.
- c. The Board shall also give the fullest information and explanation in its report or in case falling under the provision of Section 222 of the Act in an addendum to that Report on every reservation, qualification or adverse remark contained in the Auditor's Report.
- d. The Board's Report and addendum, if any, thereto shall be signed by its Chairman if he is authorised in that behalf by the Board; and where he is not authorised, shall be signed by such number of Directors as is required to sign the Balance Sheet and Profit and Loss Account of the Company under Article 186.

- e. The Board shall have the right to charge any person not being a Director with the duty of seeing that the provisions of Sub-clauses (a) to (e) of this Article are complied with.

185. The Company shall comply with the requirements of Section 219.

### **ANNUAL RETURNS**

186. The Company shall make the requisite annual return in accordance with Sections 159 and 161 of the Act.

### **AUDIT**

187. a. Every Balance Sheet and Profit and Loss Account shall be audited by one or more Auditors to be appointed as hereinafter mentioned.

b. The Company at the Annual General Meeting in each year shall appoint an Auditor or Auditors to hold office from the conclusion of that meeting until the conclusion of the next Annual General Meeting and shall, within seven days of the appointment, give intimation thereof to every Auditor so appointed unless he is a retiring Auditor.

c. At any Annual General Meeting, a retiring Auditor by whatsoever authority appointed shall be reappointed unless,

1. he is not qualified for re-appointment;
2. he has given the Company, notice in writing of his unwillingness to be re-appointed;
3. a resolution has been passed at that meeting appointing somebody instead of him or providing expressly that he shall not be reappointed; or
4. where notice has been given of an intended resolution to appoint some person or persons in the place of a retiring Auditor and by reason of the death, incapacity or disqualification of that person or of all those persons, as the case may be, the resolution cannot be proceeded with.

d. Where at an Annual General Meeting no Auditors are appointed or reappointed, the Central Government may appoint a person to fill the vacancy.

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

- e. The Company shall, within seven days of the Central Government's power under Sub-clause (d) becoming exercisable, give notice of that fact to that Government.
- f. 1. The first Auditor or Auditors of the Company shall be appointed by the Board of Directors within one month of the date of registration of the Company and the Auditor or Auditors so appointed shall hold office until the conclusion of the first Annual General Meeting.

Provided that the Company may at a General Meeting remove any such Auditor or all or any of such Auditors and appoint in his or their places any other person or persons who have been nominated for appointment by any such member of the Company and of whose nomination notice has been given to the members of the Company, not less than 14 days before the date of the meeting; and

2. If the Board fails to exercise its power under this Sub-clause, the Company in General Meeting may appoint the first Auditor or Auditors.

- g. The Directors may fill any casual vacancy in the office of an Auditor, but while any such vacancy continues, the remaining Auditor or Auditors, if any, may act, but where such a vacancy is caused by the resignation of an Auditor, the vacancy shall only be filled by the Company in General Meeting.
- h. A person other than a retiring Auditor, shall not be capable of being appointed at an Annual General Meeting unless Special Notice of a resolution for appointment of that person to the office of Auditor has been given by a member to the Company not less than fourteen days before the meeting in accordance with Section 190 of the Act and the Company shall send a copy of any such notice to the retiring Auditor and shall give notice thereof to the members in accordance with Section 190 of the Act and all other provisions of Section 225 of the Act shall apply in the matter. The provisions of this Sub-clause shall also apply to a resolution that retiring Auditor shall be reappointed.
- i. The persons qualified for appointment as Auditors shall be only those referred to in Section 226 of the Act.

188. The Company shall comply with the provisions of Section 228 of the Act in relation to the audit of the accounts of Branch Offices of the Company.

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

189. The remuneration of the Auditors shall be fixed by the Company in General Meeting except that the remuneration of any Auditor appointed to fill and casual vacancy may be fixed by the Board.
190. a. Every Auditor of the Company shall have a right of access at all times to the books of accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanations as may be necessary for the performance of his duties as Auditor.
- b. All notices of, and other communications relating to any General Meeting of a Company which any member of the Company is entitled to have sent to him shall also be forwarded to the Auditor, and the Auditor shall be entitled to attend any General Meeting and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor.
- c. The Auditor shall make a report to the members of the Company on the accounts examined by him and on every Balance Sheet and Profit and Loss Account and on every other document declared by this Act to be part of or annexed to the Balance Sheet or Profit and Loss Account, which are laid before the Company in General Meeting during his tenure of office, and the report shall state whether, in his opinion and to the best of his information and according to explanations given to him, the said accounts give the information required by this Act in the manner so required and give a true and fair view:
1. in the case of the Balance Sheet, of the state of affairs as at the end of the financial year and
  2. in the case of the Profit and Loss Account, of the profit or loss for its financial year.
- d. The Auditor's Report shall also state:
1. whether he has obtained all the information and explanations which to the best of his knowledge and belief were necessary for the purpose of his audit;
  2. whether in his opinion, books of account as required by law have been kept by the Company so far as appears from his examination of those books, and proper returns adequate for the purposes of his



audit have been received from branches not visited by him; and whether the report on the accounts of any branch office audited under Section 228 by a person other than the Company's auditor has been forwarded to him and how he has dealt with the same in preparing the Auditor's Report;

3. whether the Balance Sheet and Profit and Loss Account dealt with by the report are in agreement with the books of account and returns.

e. Where any of the matters referred to in Clauses (i) and (ii) of Sub-section (2) of Section 227 of the Act or in Clauses (a), (b) and (c) of Sub-section (3) of Section 227 of the Act or Sub-clause (4) (a) and (b) and (c) hereof is answered in the negative or with a qualification, the Auditor's Report shall state the reason for such answer.

f. The Auditor's Report shall be read before the Company in General Meeting and shall be open to inspection by any member of the Company.

191. Every account of the Directors when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the accounts shall forthwith be corrected, and henceforth be conclusive.

192. A document may be served on the Company or any officer thereof by sending it to the Company or officer at the Registered Office of the Company by post under Certificate of Posting or by Registered Post, or by leaving it at the Registered Office.

193. a. A document (which expression for this purpose shall be deemed to include and shall include any summons, notice, requisition, process, order judgement or any other document in relation to or the winding up of the Company) may be served 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 the giving of notices to him.

b. All notices shall, with respect to any registered shares to which persons are entitled jointly, be given to whichever of such persons is

named first in the Register, and notice so given shall be sufficient notice to all the holders of such shares.

- c. Where a document is sent by post:
- i. service thereof shall be deemed to be effected by properly addressing prepaying and posting a letter containing the notice, provided that where a member has intimated to the Company in advance that documents should be sent to him under a Certificate of Posting or by Registered Post with or without acknowledgment due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the documents shall not be deemed to be effected unless it is sent in the manner intimated by the member, and such service shall be deemed to have been effected;
    - a. in the case of a notice of a meeting, at the expiration of forty eight hours after the letter containing the notice is posted, and
    - b. in any other case, at the time at which the letter should be delivered in the ordinary course of post.
194. Each registered holder of share(s) shall, from time to time, notify in writing to the Company some place in India to be registered as his address and such registered place of address shall for all purposes be deemed to be his place of residence.
195. If a member has no registered address in India and has not supplied to the Company an address within India for the giving of notices to him, a document advertised in a newspaper circulating in the neighbourhood of the Registered Office of the Company shall be deemed to be duly served on him on the day on which the advertisement appears.
196. A document may be served by the Company 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 prepaid letter addressed to them by name, or by the title of representatives of deceased or assignees of the insolvent or by any like descriptions at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by serving the document in any manner in which the same might have been served if the death or insolvency had not occurred.

197. Any notice of document delivered or sent by post or left at the registered address of any member in pursuance of these presents shall, notwithstanding that such member by then deceased and whether or not the Company has notice of his decease, be deemed to have been duly served in respect of any registered share whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint holder thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or on her heirs, executors or administrators, and all other persons, if any, jointly interested with him or her in any such share.
198. Subject to the provisions of the Act and these Articles, notice of General Meeting shall be given;
- a. to the members of the Company as provided by Article 74 or as authorised by the Act;
  - b. to the persons entitled to a share in consequence of the death or insolvency of a member as provided by Article 197 or as authorised by the Act.
  - c. to the Auditor or Auditors for the time being of the Company in any manner authorised by the Act in the case of any member or members of the Company.
199. a. Subject to the provisions of the Act, any document required to be served on or sent to the members, or any of them by the Company and not expressly provided for by these presents, shall be deemed to be duly served or sent if advertised in a newspaper circulating in the district where the Registered Office of the Company is situated.
- b. Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered in the Register shall be duly given to the person from whom he derived his title to such share or stock.
200. Every person, who by the operation of law, transfer, or other means whatsoever, shall become entitled to any share, shall be bound by every document in respect of such share which previously to his name and address being entered in the Register, shall have been duly served on or sent to the person from whom he derives his title to the share.

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

### **AUTHENTICATION OF DOCUMENTS**

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

### **WINDING UP**

203. Subject to the provisions of the Act as to preferential payments, the assets of a Company shall, on its winding-up be applied in satisfaction of its liabilities paripasu and, subject to such application, shall, unless the articles otherwise provide, be distributed among the members according to their rights and interests in the Company.
204. If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of a Special Resolution, divide among the contributories, in specie or kind, and part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them, as the liquidators with the like sanction shall think fit. In case any shares, to be divided as aforesaid involves a liability to calls or otherwise, any person entitled under such division to any of the said shares may, within ten days after the passing of the Special Resolution by notice in writing, direct the liquidators to sell his proportion and pay him the net proceeds, and the liquidators shall, if practicable, act accordingly.

### **INDEMNITY AND RESPONSIBILITY**

205. a. Subject to the provisions of Section 201 of the Act every Director, Manager, Secretary and other officer or employee of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses, and expenses (including travelling expenses) which any such Director, officer or employee may incur or becomes liable to by reason of any

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\*Amended Articles of Association vide resolution number 3 dated 18<sup>th</sup> July 2011

contract entered into or act or deed done by him or any other way in the discharge of his duties, as such Director, officer or employee.

b. Subject as aforesaid, every Director, Manager, Secretary, or other officer/employee of the Company shall be indemnified against any liability, incurred by them or him in defending any proceeding whether civil or criminal in which judgement is given in their or his favour or in which he is acquitted or discharged or in connection with any application under Section 633 of the Act in which relief is given to him by the Court and without prejudice to the generality of the foregoing, it is hereby expressly declared that the Company shall pay and bear all fees and other expenses incurred or incurable by or in respect of any Director for filing any return, paper or document with the Registrar of Companies, or complying with any of the provisions of the Act in respect of or by reason of his office as a Director or other officer of the Company.

206. Subject to the provisions of Section 201 of the Act, no Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity for any loss or expenses happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for and on behalf of the Company, or for the insufficiency or deficiency of title to any property acquired by order of the Directors for and on behalf of the Company or for the insufficiency or deficiency of any money invested, or for any loss or damages arising from the bankruptcy, insolvency or tortuous act of any person, company or corporation with whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgement or oversight on his part of for any loss or damage or misfortune whatever, which shall happen in the execution of the duties of his office or in relation thereto unless the same happens through his own act or default.

### **SECURITY CLAUSE**

207. a. No member shall be entitled to visit or inspect the Company's works without the permission of the Directors or Managing Director or to require discovery of or any information respecting any details of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or which may relate to the conduct of the

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business of the Company and which, in the opinion of the Directors, will be inexpedient in the interests of the Company to communicate to the public,

b. Every Director, Managing Director, Manager, Secretary, Auditor, Trustee, Members of a Committee, Officers, Servant, Agent, Accountant or other person employed in the business of the Company, shall, if so required by the Directors before entering upon his duties, or at any time during his term of office sign a declaration pledging himself to observe strict secrecy respecting all transactions of the Company and the state of accounts and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of duties except when required so to do by the Board or by any General Meeting or by a Court of Law or by the persons to whom such matters relate and except so far as may be necessary, in order to comply with any of the provisions contained in these Articles.

#### **ARBITRATION CLAUSE**

208. The Company may refer or agree to refer any claim, demand, dispute or any other question, by or against the Company, in which the Company is interested or concerned, to arbitration in India or at any place outside India, and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce the awards.

Sl. No	Signature / Names / Father's / Husband's name Address, descriptions and Occupations of the Subscribers.	Signature, Name Address, description and occupation of the Witness:
1	<p style="text-align: center;">Sd/-  <b>S. NARAYANAN</b>  S/o. N.H. SUBRAMANIA IYER.  2B, BLOCK II  RAMANIYAM ABBOTSBURY  42, C.P. RAMASWAMY ROAD,  ALWARPET, CHENNAI, PIN -  600018  INDIA  SERVICE</p>	<p style="text-align: center;">BOTH THE PROMOTERS SIGNED BEFORE  ME  Sd/-  <b>N. SREE KANTH</b>  S/O N ETHIRAJULU  188 P.H.ROAD  CHENNAI - 600010  CHARTERED ACCOUNTANT  M NO 201899</p>
2	<p style="text-align: center;">SD/-  <b>K.S. SUBBIAH</b>  S/O M. SUDALAIKANNU,  23, NOBLE FIRST STREET,  ALANDUR,  CHENNAI - 600016  SERVICE</p>	

Place: Chennai

Date: 20<sup>th</sup> August, 2010