

**(THE COMPANIES ACT, 1956)**

**Company Limited by Shares**

**Memorandum & Articles**

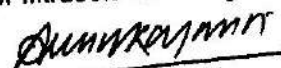
**Of**

**Association**

**Of**

**IntraSoft Technologies Limited**

For IntraSoft Technologies Ltd.



**Managing Director**



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

कम्पनी अधिनियम, 1956 की धारा 18(3)  
राज्य परिवर्तित करने के संबंध में, कम्पनी विधि बोर्ड के आदेश के पंजीकरण से संबंधित प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U24133MH1996PLC197857

मैसर्स INTRASOFT TECHNOLOGIES LIMITED

ने अपने विशेष विनिश्चय द्वारा, इसके पंजीकृत कार्यालय को पश्चिम बंगाल राज्य से महाराष्ट्र राज्य में स्थानान्तरित करने के निमित्त अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है और इस परिवर्तन की पुष्टि

.. CLB KOLKATA

के दिनांक 30/10/2009 के आदेश द्वारा किए जाने पर,

मैं, यह सत्यापित करता हूँ कि उक्त आदेश की सत्यापित प्रतिलिपि को आज पंजीकृत कर लिया गया है।

मेरे हस्ताक्षर द्वारा मुंबई में, यह प्रमाण-पत्र, आज दिनांक पंद्रह दिसम्बर दो हजार नौ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, Maharashtra, Mumbai

SECTION 18(3) OF THE COMPANIES ACT, 1956

Certificate of Registration of Company Law Board order for Change of State

Corporate Identity Number : U24133MH1996PLC197857

M/s INTRASOFT TECHNOLOGIES LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of West Bengal to the Maharashtra and such alteration having been confirmed by an order of .. CLB KOLKATA bearing the date 30/10/2009.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Mumbai this Fifteenth day of December Two Thousand Nine.



(RAJENDER SINGH MEENA)

सहायक/कम्पनी रजिस्ट्रार / Assistant Registrar of Companies

महाराष्ट्र, मुंबई

Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

INTRASOFT TECHNOLOGIES LIMITED

A-502, Prathamesh, Raghuvanshi Mills Ltd. Compound, Senapati Bapat Marg, Lower Parel,

Mumbai - 400013,

Maharashtra, INDIA

For IntraSoft Technologies Ltd.

Managing Director

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, पश्चिम बंगाल

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

कॉर्पोरेट पहचान संख्या : U24133WB1996PLC077641

मैसर्स INTRASOFT TECHNOLOGIES PRIVATE LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

INTRASOFT TECHNOLOGIES PRIVATE LIMITED

जो मूल रूप में दिनांक सत्ताईस फरवरी उन्नीस सौ छियासठ के कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स

INTRASOFT TECHNOLOGIES pvt ltd

के रूप में निर्गमित की गई थी, और उसके द्वारा कम्पनी अधिनियम, के साथ पठित धारा 31/21 की शर्तों के अनुसार विधिवत आवश्यक  
दिनांक 26/09/2007 को पारित किया है, उक्त कम्पनी का नाम परिवर्तित होकर आज मैसर्स

INTRASOFT TECHNOLOGIES LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा कोलकाता में आज दिनांक सोलह अक्टूबर दो हजार सात को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, West Bengal

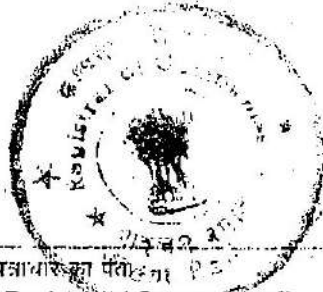
Fresh Certificate of Incorporation Consequent upon Change of Name on  
Conversion to Public Limited Company

Corporate Identity Number : U24133WB1996PLC077641

In the matter of M/s INTRASOFT TECHNOLOGIES PRIVATE LIMITED

I hereby certify that INTRASOFT TECHNOLOGIES PRIVATE LIMITED which was originally incorporated on  
Twenty Seventh day of February Nineteen Hundred Ninety Six under the Companies Act, 1956 (No. 1 of 1956)  
as INTRASOFT TECHNOLOGIES pvt ltd having duly passed the necessary resolution on 26/09/2007 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 INTRASOFT TECHNOLOGIES LIMITED and this Certificate is issued pursuant to Section 23(1) of  
the said Act.

Given under my hand at Kolkata this Sixteenth day of October Two Thousand Seven.



(DEBASISH BANDOPADHYAY)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies  
पश्चिम बंगाल  
West Bengal

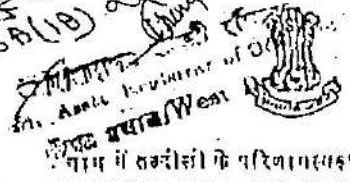
कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता है।  
Mailing Address as per record available in Registrar of Companies office:

INTRASOFT TECHNOLOGIES LIMITED  
5 LAKE TEMPLE ROAD, KOLKATA - 700029,  
West Bengal, INDIA

For IntraSoft Technologies Ltd.

Managing Director

The Company has been changed to **IntraSoft Technologies Private Limited** vide G.O. No. 138(19) of 2000 dt. 26.10.2000



Co. No. 77641  
The Company has been converted into Private Limited Company vide 138(20) of the Companies (Amendment) Act, 2000.

**FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON CHANGE OF NAME**

कम्पनी के रजिस्ट्रार के कार्यालय में ...  
[ कम्पनी अधिनियम, 1956 ( 1956 का 1 ) के अधीन ]  
In the Office of the Registrar of Companies, West Bengal, Kolkata ...  
[ Under the Companies Act, 1956 (1 of 1956) ]

IN THE MATTER OF Regency Extrusions & Plastics Private Limited

मैं एतद्द्वारा प्रमाणित करता हूँ कि ... परिशिष्ट निम्नलिखित निम्नलिखित मूलतः 19... के ... के ... दिन ... अधिनियम के अन्तर्गत ... परिवर्तित नाम द्वारा किया गया था कम्पनी अधिनियम 1956 की धारा 21/22 (1) (क)/22(1) [अ] के नियमों के अन्तर्गत आवश्यक प्रक्रिया पूरी कर चुकी है और इसकी वास्तविकता के प्रति सन्तुष्टि के साथ विभाग द्वारा प्रदान कर दी गई है।  
I hereby certify that Regency Extrusions Limited, which was originally incorporated on 27th day of February, 19... under the Companies Act, and under the name Regency Extrusions Limited having duly passed the necessary resolution in terms of section 21/22(1)(a)/22(1)(b) of Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Department of Company Affairs.

राज्य निदेशक के तारीख ... 19... के पत्र सं. ... द्वारा प्राप्त था जिस पर उक्त कम्पनी का नाम इस दिन ... परिवर्तित में दर्ज कर दिया गया है और यह प्रमाणित है कि अधिनियम की धारा 23 (1) के अनुसरण में जारी किया जाता है।

*Handwritten initials*

Regional Director R.O.C.S ... letter No. W.B. 138(19) of 2000 dated 22.10.2000 ... 1997  
the name of the said company is this day changed to INTRASOFT TECHNOLOGIES PRIVATE Limited and this certificate is issued pursuant to section 23(1) of the said Act.

मैं एतद्द्वारा यह तारीख ... को दिया गया है।  
Asst. Registrar of Companies, West Bengal

Given under my hand at Kolkata ... this day of 20th October, 19...  
Two thousand nine hundred Ninety seven ...



*Handwritten signature*  
Asst. Registrar of Companies

यहाँ पर कम्पनी का पुराना नाम लिखिए जो कि तब्दीली से पूर्व था।  
\*Here give the name of the Company as existing prior to the change.  
यहाँ पर अधिनियम (अधिनियमों) का नाम लिखिए जिनके अधीन कम्पनी का मूलतः रजिस्ट्रेशन और निगमन/किया गया था।  
(Here give the name of the Act(s) under which the Company was originally registered and incorporated.)  
जे. एस. डी.-7  
J. S. D.-7

For IntraSoft Technologies Ltd.  
*Handwritten signature*  
Managing Director



प्रत्येक भाई का प्रारंभ  
Form I. R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

ता. 21-77641 की सं. 1996  
No. of Date.

ने एतद्वारा प्रमाणित करता है कि नाम

कम्पनी अधिनियम 1956 (1956 का सं. 1) के अर्हत निगमित की गई है और यह कम्पनी परिलोभित है।

(hereby certify that) Regency Extrusions & Plastics Private Limited.

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

ने हस्ताक्षर से आज ता. Calcutta को दिनांक  
Given under my hand at this Twentysventh  
day of February One thousand nine hundred and Ninetysix.



(C.D. PAIK.)  
कम्पनियों का अधिकारी  
Registrar of Companies  
West Bengal

सं. एन. सी. 1  
J. S. C. 1

For IntraSoft Technologies Ltd.

*(Signature)*  
Managing Director

(THE COMPANIES ACT, 1956)

**COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**Of**

**INTRASOFT TECHNOLOGIES LIMITED**

- I. The name of the Company is INTRASOFT TECHNOLOGIES LIMITED.
- II. The Registered Office of the Company will be situated in the State of MAHARASHTRA.
- III. The Object for which the Company is established are:-
  - A. Main objects for which the company is established are :
    1. To manufacture, buy, sell, export, import, publish, trade in, broadcast, deal in, assemble, fit, repair, convert, overhaul, alter, maintain, develop and improve all types of electronic hardware, software, devices, equipment, appliances, hard and soft magnetic media, office equipment, internet and related networking services, internet services offering enterprise-wide networked solutions to satisfy complex computing and communication needs, extranets and other IP-enabled technologies, enterprise network solutions, information technology enabled services, electronic commerce applications, software development and support activities, publishing, telecommunications, internet access, web designing, content creation, photography, leased lines, email, web pages, web sites, banners server management, computers, data acquisition and control instrumentation.
    2. To carry on the business of developing, improving, designing, marketing, selling and licensing software, firmware and programme of any and all description.
    3. To plan, design, develop, purchase, sell, produce, manufacture, process, repair, lease, install, import, export or otherwise deal in or with apparatus, instruments, machinery, fixtures, devices and contrivances, of every kind more particularly those related to development of all kinds and types of computer software, firmware and programmes and machinery, equipment, process, procedure, layouts and combinations thereof useful in connection with the research, development and manufacture of any of the foregoing; and to engage in any or all business activity related or incidental to any of the foregoing.

4. To provide consultancy services related to the preparation and maintenance of accounting, statistical, scientific or mathematical information and reports, data processing, preparing, collecting, storing, processing and transmitting information and data of every kind and description, systems analysis and machines services for solving or aiding commerce industry, scientific and research problems and for all other related business.
  5. To undertake research and development with respect to any of the above mentioned items and to act as consultants and technical advisors on the use thereof.
- B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF MAIN OBJECTS ARE:-
1. To advance, deposit, or lend money securities, property (not amounting to the business of banking as defined under the Banking Regulation Act, 1949) to or with such persons, firms, or bodies corporate as Company thinks fit and in particular to customers and others having dealings with the Company and on such terms as may seem expedient and to discount, buy, sell and deal in bills, notes, warrants, coupons, and other negotiable or transferable securities or documents and to guarantee the performance of any contract by any such person.
  2. Subjects to the provisions of the Act and directions issued by Reserve Bank of India, to receive money, securities, valuables of all kinds or loan or deposit of safe custody (not amounting to the business of banking as defined under the Banking Regulation Act, 1949) and to borrow or raise money in such manner as Company shall think fit and in particular by issue of debentures or debenture stocks, (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the Company's property (both present and future), including its uncalled capital and by a similar mortgage, charge or lien, to secure and guarantee the performance by the Company or any other person or body corporate of any obligation undertaken by the Company or any other person or Company, as the case may be.
  3. To draw, accept, endorse, discount, execute and issue promissory note, hundies, warrants, debentures and other negotiable or transferable instruments for the purpose of the business of the Company.
  4. To invest and deal with any money of the Company not immediately required in such investments as the Company may deem fit and to hold sell or otherwise deal with such investments for convenience of any business for the time being carried on by the Company.
  5. To undertake financial and commercial obligations, transaction, and operations of all kinds for the purpose of the business of the Company.

6. To guarantee the performance of any contract or obligations of and the payment of money unsecured or secured or of dividends or interest or any stock, shares or securities of any company, firm or person as Company may think fit for the purpose of the business of the company.
7. To communicate with Chamber of Commerce and other mercantile and public bodies throughout the World and concert and promote measures for the protection of the trade, industry and persons engaged therein.
8. To subscribe, to become a member of any one or more stock exchanges, subsidise and corporate with any other association whether incorporated or not, whose objects are altogether or in part similar to those of the Company, and to procure form and communicate to any such association such information as may be likely to forward the objects of the Company.
9. To build, construct, alter, enlarge, remove, pull down, replace, maintain, improve, develop, work, control and/or manage any building, offices, machinery and other conveniences which the Company may think directly or indirectly conducive to its objects which may advance the interest of the Company.
10. To improve, manage, develop, grant rights or privileges in respect of or otherwise deal with all or any part of the property and rights of the Company.
11. To vest any real or personal property rights or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company with or without any declared trust in favour of the Company.
12. To purchase, take on lease, exchange, hire or otherwise acquire any movable or immovable property and any rights or privileges which the company may think necessary or convenient for the purpose of its business.
13. To apply for purchase or otherwise acquire, protect and renew in any part of the world licenses, concessions, rights, trade marks designs and the like confirming any exclusive or non-exclusive or limited right to their use, any secret or other information regarding any articles which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, develop, or grant license in respect thereof or otherwise turn to account the rights or information so acquired and to expend money in experimenting upon, testing or improving any such rights or inventions.
14. To acquire and undertake the whole or any part of the business, property or liabilities of any person, firm or body corporate, carrying on or proposing to carry on any business which the Company is authorised to carry on, or having property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to the benefit of the Company.



15. To enter into any arrangements with any government or any authority, supreme, municipal, local or otherwise that may seem beneficial to any of the Company's objects and to apply for procure and obtain any Act of Parliament, privilege, concessions, license, or authorization of the government or any other authority local or otherwise for enabling the company to carry on its objects into effect for extending any of the powers of the Company and to carry out, exercise and comply with any such Act, privilege, concessions, license or authorization.
16. To pay for any rights or property acquired by the Company and to remunerate any person, company or public bodies whether by cash payment or by allotment of shares, debenture or other securities of the Company credited as paid up in full or in part or otherwise.
17. To amalgamate, enter into partnership or into any agreement for sharing profits, union of interest, co-operation, joint venture or reciprocal concession with any person, firm or body corporate in, or about to carry on or engage in, any business or transaction which the company is authorized to carry on or engage in, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit of the Company and further to enter into any arrangement or contract with any person, association, or body corporate whether in India or outside, for such other purposes that may seem beneficial and conducive to the objects of the Company.
18. To establish, promote, or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the rights, liabilities and properties of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other Company or Companies.
19. To lease, let out on hire, mortgage, pledge, hypothecate, sell or otherwise dispose of the whole or any part or parts of the undertaking of the Company or any land, business, property, rights or assets of any kinds of the Company or the share of interest therein respectively in such manner and for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other body corporate having objects altogether or in part similar to those of the Company.
20. To establish and equip facilities for undertaking any research in relation to the general objects of the Company.
21. To pay any premiums and to pay for any property, right or privileges acquired by the Company or for services rendered or to be rendered in connection with the promotion, formation or the business of the Company or for services rendered or to be rendered by any person, firm or body corporate in placing or assist to place or guaranteeing the placing of any of the shares of the Company or any debentures, debenture-stock or other securities of the Company or otherwise either wholly or partly in cash or in shares, bonds, debentures or other securities of the

Company, and to issue any such shares either as fully paid up or with such amount credited as paid up thereon as may be agreed upon, and to change any such bonds, debentures, or other securities upon all or any part of the property of the Company.

22. To take into consideration and to approve and confirm and/or carry out all acts, deeds or things that may be done or entered into with any person, firm or body corporate by the promoters of the Company and further to enter into any arrangement, agreement or contracts with the promoters and to reimburse them for all costs and expenses that may be incurred by them in connection with the formation or promotion of the Company.
23. To establish and maintain or procure the establishment and maintenance of any provident fund or any contributory or non contributory pension or superannuation fund and to give or procure the giving of donations, gratuities, pensions allowances, emoluments, bonuses, profit sharing, benefits or any other payment to any persons who are or were at any time in the employment of service of the Company or its successors in business or of any Company, which is subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who are or were at any time directors of the Company as aforesaid and the wives, widows, families, dependent or connections of any such persons and to provide for the welfare of all or any other persons from time to time by subscribing, subsidizing or contribution to any institution, association, funds, clubs, trusts, profit sharing or their schemes and by building or dwelling houses or quarters and by providing, subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and to make payments, to or forwards the insurance of any such person as aforesaid and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
24. To aid pecuniarily or otherwise any association, body or movement having for its objects the solution, settlement or summoning of industrial or labour problems or the promotion of industry or trade.
25. To subscribe or donate to or guarantee money for any national, philanthropic charitable, benevolent, public, general or for any exhibition or for any purpose which may be likely, directly or indirectly to further the objects of the Company or the interest of its members.
26. To make donations to such persons and in such cases and either of cash or other assets as the Company may think directly or indirectly conducive to any of its objects or otherwise expedient.
27. To undertake and execute any trusts either gratuitously or otherwise for the business of the Company.
28. In the event of winding-up to distribute all or any of the property of the Company amongst the members in specie or kind or any proceeds of sale or disposal of any

property of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

29. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging what the Board of Directors of the Company (the board) may consider to be social and moral responsibilities of the Company for the public or any selection of the public as also any activity which the board consider likely to promote national welfare or social economic or moral upliftment of the public or selection of the public and in such manner and by such means as the board may think fit and Board may without prejudice to the generality of the foregoing undertake, carry out, promote and sponsor any activity for publication of any books, literature, newspapers, etc. for organizing lectures or seminars likely to advance these objects or for giving merit awards, for giving scholarships loans or any other assistance to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing, conducting, or assisting any institution, fund trust, etc. having any one of the aforesaid objects as one of its objects by giving donations or otherwise in any other manner as the Board may at their discretion in order to implement any of the above mentioned objects or purpose transfer without consideration or at such fair or concessional value as board may think fit and divest the ownership of any property of the Company to or in favour of any public institutions or trusts or funds as the Board may approve.
30. To do all or any of the above things in any part of the World as principals, agents, contractors, trustees or otherwise by or through trustees, attorneys, agents or otherwise and either alone or in conjunction with others and to undertake the management of any Company or Companies having objects altogether or in part similar to those of the Company.
31. To do all such other and above things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

C. OTHER OBJECTS :

1. To undertake, aid, promote and coordinate project studies, arrange collaboration, extend technical assistance and services including software development, prepare schemes, project reports, market research and studies, to arrange technical engineering, financial, legal, commercial, managerial and other services, make arrangements, to provide, personnel management services and set up production techniques, assist in finding markets for manufactured goods in Indian and foreign origin, secure sound investments of foreign capital in Indian undertakings and Indian capital in foreign undertakings and enterprises, to take part in the organization or supervision of the business or operations of any other Company, association, firm or person and to act as investors, guarantors, brokers, sub-brokers, registrar and transfer agents, to do public relation or liasion work on behalf of any other person, firm, company, association, embassy or government.

2. To carry on the business of exporters, importers, brokers, buying & selling agents, commission agents, suppliers, distributors, factors, cultivators, miners, packers, advisers, assemblers, refiners, stockists, buyers, sellers, traders, and dealers in all classes and kinds of chemicals and pesticides, jute, jute goods, cotton, cotton textile yarns, wool walk, handicraft, flax hems, rayon, silk, nylon, and other fibrous materials, man made fibres, clothes, readymade garments, food-grains, food-products, dairy-products, vegetable products, iron, steel, cement, aluminium, building construction & materials, fertilizers, electrical goods, engineering goods, sugar, sugar cane, molasses, plant and machinery, vehicles and automobile and their spare parts, computer & software, papers, paper board, news print, tea, coffee, manures, tyres, tubes, sheets, tractor and other agricultural implements, railways accessories, rubber and rubber products, plastic products, leather and leather products, footwear metals, minerals and all other goods made thereof or therefrom, surgical and scientific apparatuses, instruments, cordials, drugs, essence and pharmaceuticals, mineral and other whether waters, oils, paints, pigments, varnishes, compounds, dye stuff, organic or mineral intermediates, plant, oil & seeds and flowers, proprietary articles of all kind and for which to carry on the business of financiers, hire purchasers, leasings, contractors, guarantors, warehouse man, printer, advertising agencies and all kinds of agency business, transporter, advisers, designers and generally to carry on business of merchants, traders, dealers, exporters, importers, general agents of all goods, services, commodities and merchandise.
3. To carry on the business of buyers, sellers, exporters, importers, dealers and general merchants in all kinds of goods whatsoever and transact business as representatives, agents, on behalf of Indian or foreign companies and to act as selling agents, shipping agents, railways & forwarding agents, transport & travelling agents, insurance agents, brokers, underwriters, mercantile agents, procuring agents for governments and local authorities, contractors, financiers, trustees, guarantors, and all kinds of agency business in India or abroad.
4. 1) To carry on the business leasing and hire purchase finance Company and or to acquire to provide on hire purchase basis all type of industrial and office plant, equipments, machinery, vehicles, buildings and real estate, required for manufacturing, transportation and trading business and other commercial processing and service business.  
  
2) To lease machinery, plant, accessories, electrical installations, computers, tabulators, electronic equipments, trucks, lorries, buses and other capital goods to industrial undertaking and receive rentals and other payments therefor.
5. To carry on all or any of the business of printers, in all branches, stationers, lithographers, type founders, steno typers, electro typers, photographic printers, photo-lithographers, chomolithographers, engravers, diesinkers and other commercial signs and sliders manufactures, draughtsman and ink manufacturers, book sellers, publishers, advertising and news agents, general, commercial, colours, art and process printers, engineers, importers, exporters, and dealers in printing machines, type, book binders, paper board and all printing supplies and

any other article or things of a character similar or analogous to the for going or any of them or connected therewith and to carry on the business of printing by any process, stationers, all type block makers, photo-typer sellers, copies in all forms including duplicators, photo copiers and xerox copiers.

6. To acquire by purchase, lease, exchange or otherwise, any land, buildings, houses, auditoriums, play grounds, properties, estates or interest therein and any rights over connected with land, and to turn the same to account as may seem expedient and in particular by preparing buildings, sites and by constructing, reconstructing altering, improving, decorating, furnishing and maintaining offices, flats, houses, factories, warehouses, shops, showrooms, wharves, buildings, works and convenience of all kinds of consolidating, connecting, sub-dividing, developing, managing, lands, buildings and any other properties whether belongings to the company or not and by letting out sub-letting, leasing and disposing off the same in any manner whatsoever either in whole or by way of or apartments or flats and to collect rents and incomes and to supply to tenants and occupiers and reading rooms, meeting rooms, lavatories, laundries, convenience, electric conveniences, stables, garages and other advantages.
7. To search for, to get work raise, bring to surface, make merchantable, buy, sell, import, export, and otherwise deal in iron, steel, coal, coke, metals, iron and steel products, petroleum products, stone, bricks, earth, fire clay, mica, lead, tin, copper, refractories, graphite, iron-ore, manganese, bauxite, ceramics, asbestos, quartz, gypsums, limestone, chalk, clay, and other ores, metals and substance of each and every description, to manufacture and sell fuel and other products and to buy, sell, treat, import, export and otherwise deal in all kinds of ferrous and non ferrous metals, scrap metals and metallic ores.
8. To carry on the business of manufactures, producers, growers, makers, millers, importers, buyers, suppliers, stockists, agents, merchants, sellers, exporters or distributors of and/or dealers in all types of cereals, flour, malt, cake, pastry, cornflakes, bread, biscuits, chocolates, lozenges, toffees, confectionery fast food, sweets, fruit drops, sugar, glucose, chewing gums, cream, butter, ghee, cheese, skimmed milk powder, milk food, baby food, and all other dairy products, dry, crystallized and candied fruits, materials, edible oils, hydrogenated vegetable oils, processed food products, ice, ice crème, soda water, aerated water, candy and all other eatables and by products there of including produce of water, sea food, agro food, marine products, soyabean products, beverages of all types, pickles, ketchup, chutney and jams, jellies, syrups, sherbets; sausages, pulses of all types, spices, curry powder, honey, coffee, tea, coca and vegetables and all kinds of materials required for or used in preparation and preservation of food products.

To erect, construct, establish, purchase, sell, take on lease, hire or otherwise acquire, control, manage and work, gur and sugar factories, chemical plants and works, solvent oil extraction plants, vegetable oil factories, distilleries, safe deposit vaults, textile mill, cotton mill, jute mill, power loom and hand loom factories, sizing and processing works, dyeing and bleaching works, cotton ginning and pressing factories, jute and other fibre presses, waste plants,

cement factories, pharmaceutical and medical works, paints, pigments and varnish factor and factories, papers and pulp mills, rice, dal and oil mills, forests, saw mills, board factories, plywood factories, furniture and cabinet making factories, ship and vessel building factories, carriage and wagon factories, shellac and resin factories, colliers, manganese, ironore and other mines, forests, gardens, orchards, farms, tea and coffee estate, plantations, cold storages, ice factories, petrol pumps, garages and repairing shops, servicing stations, food beverages reparations works, flour mills, bakeries, confectioneries, biscuit factories, dairies, hydraulic works, tramways, ropeways, iron and steel works, foundries, molding shops, garages, repairing shops, fabricating shops, minelting shops, forgoing shops, engineering works, gas works, tool rooms and other industrial undertakings, factories and works.

9. To carry on the business and hold and otherwise deal in shares, stocks debentures, debenture stocks, bonds, obligation and securities issued or guaranteed by any company and debentures, debenture stocks, bonds obligation and securities issued and guaranteed by any government, municipal or local and to invest and deal with the money of the Company in such manner as may be determined from time to time.
10. To receive money, deposits on interest or otherwise and with or without security and to lend and advance money with or without security to such person, firms or companies and upon such terms and subject to conditions as may seem expedient provided that the Company shall not carry on the business of Banking as defined in the Banking Companies Act.

IV. THE LIABILITY OF THE MEMBERS IS LIMITED.

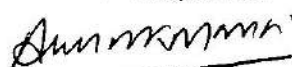
- V. “The Authorized Share Capital of the Company is Rs. 25,25,00,000 (Rupees Twenty Five Crores Twenty Five Lakhs only) divided into 2,52,50,000 (two crores fifty two lakhs fifty thousand) equity shares of Rs. 10 (Rupees Ten only) each.”

We the several persons, whose names and addresses and descriptions 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.

Signature, Names, Addresses, Father's Name, description and occupation of subscribers	Total number of Equity shares to be taken by each subscriber	Name, Address and description of witness
SHARAD KAJARIA S/o, Sri Om Prakash Kajaria 109A/1A, Biplabi Rash Behari Basu Road Calcutta – 700 001 (Business)	100 (one hundred)	Witness to all signatories NIRANJAN KR. AGARWAL S/o, Sri Om Prakash Agarwal 5, Clive Row, Calcutta – 700 001 Service
RAM SWAROOP KYAL S/o, Sri Shiv Bhagawan Kyal 5, Clive Row Calcutta – 700 001 (Chartered Accountant)	100 (one hundred)	
Total	200 (Two hundred)	

Calcutta, Dated 19<sup>th</sup> day of February, 1996

For IntraSoft Technologies Ltd.

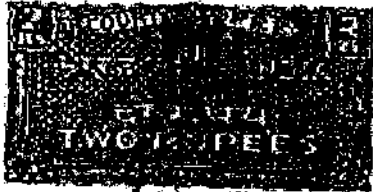
  
 Managing Director

Company Petition No.409 of 2006

Connected With

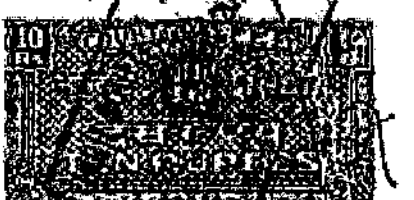
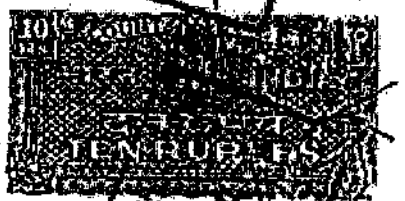
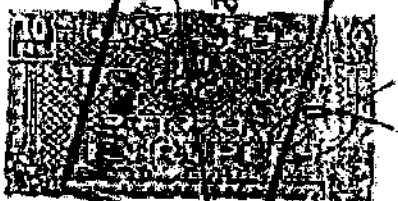
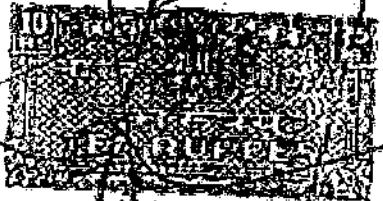
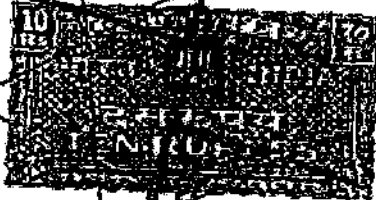
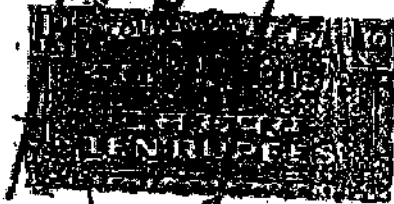
Company Application No.557 of 2006

11-132009



In the High Court at Calcutta

Original Jurisdiction



In the Matter of :

The Companies Act, 1956.

And

In the Matter of :

An application under Sections  
391(2) and 394 of the said Act.

And

In the Matter of :

IntraSoft Technologies Private  
Limited, a Company incorporated  
under the provisions of the  
Companies Act, 1956, having its  
registered office at 5, Lake Temple  
Road, Kolkata 700 029, within the  
aforesaid jurisdiction.

..... Petitioner

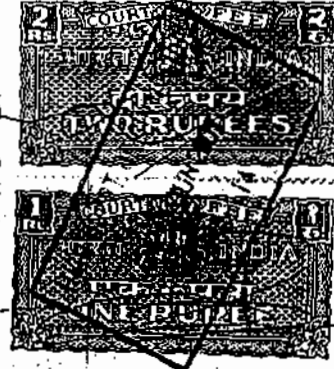




Company Petition  
Company Application

409  
Connected with  
657

No. of 2006  
No. of 2006



IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

President of the Union of India

1032  
21-6-07  
273

The Honourable Mr. Justice  
Sanjiv Banerjee

In the matter of:

The Companies Act, 1956

-AND-

In the matter of:

An application under sections 391(2) and 394 of the said Act.

AND

In the matter of:

Infra Soft Technologies Private Limited,  
a company incorporated under the provisions  
of the Companies Act, 1956, having its  
registered office at 5 Lake Temple Road,  
Kolkata - 700029, within the aforesaid  
jurisdiction.

Petitioner

25-6-08/2007

The above petition coming on for hearing on this day upon reading the said petition the order dated eighth day of November in the year two thousand and six whereby the meeting of the equity shareholders of the abovesaid petitioner company Infra Soft Technologies Private Limited (hereinafter referred to as the said transferee company) for the purpose of considering and if thought fit, approving with or without modification the proposed Scheme of Amalgamation of One Two Three India.Com Limited (hereinafter referred to as the said transferee company) with the Transferee Company, and annexed to the affidavit of Arvind Raju filed on the second day of November in the year two thousand and six was dispensed with

And upon ....

And upon reading on the part of the petitioner Company an affidavit of Swapan Kumar Roy filed on the third day of January in the year two thousand and seven and the exhibits therein referred to And upon reading the order made therein and dated thirtieth day of November in the year two thousand and six and upon hearing Mr. Ranjan Deb, Senior Advocate (Mr. R. Banerji, Advocate; Mr. Aniket Agarwal, Advocate and Mr. D.N. Sharma, Advocate) appearing with him for the petitioner Company and Mr. S. S. Sarkar, Advocate for the Central Government and in view of all the share-holders of the said Transferee Company having given their consent in writing to the proposed Scheme of Amalgamation And upon reading an affidavit of U.C. Hanta on behalf of the Regional Director (Eastern Region), Kolkata and filed on fifth day of February in the year two thousand and seven. and upon this application being treated as an application for increasing Authorised Capital of the Transferee Company to the extent of Authorised Capital of the Transferor Company since in an application for sanction of a Scheme there is a single window clearance in respect of the matters that the Scheme may cover and upon the petitioners herein offering to pay the additional fees for such increase of Authorised Capital and upon the objection of the Regional Director as to clause 12.4 of the Scheme requiring treatment of surplus/difference arising out of the Scheme as 'Amalgamation Reserve' instead of 'General Reserves' and objection with regard to clause 12.5 of Scheme requiring deletion of such clause from the Scheme being accepted by the petitioners and upon the expression 'General Reserves' appearing on the 4th line of clause 12.4 of the clause being replaced by the expression 'Amalgamation Reserves' and upon the petitioner undertaking to treat such Amalgamation Reserves as not being available for distribution by way of dividend or bonus.

This court doth hereby sanction the proposed Scheme of Amalgamation set forth in Annexure A of the petition herein and specified in the Schedule 'A' hereto subject to the ~~terms~~ as above and doth hereby

declare the same...

declare the same to be binding with effect from First day of April in the year two thousand and Six (hereinafter referred to as the said Appointed Date) on the said Transferee Company, its share-holders and all concerned.

This court doth further order :

- 1) That all the property, rights and powers of the said Transferee Company including those specified in the first, second and third parts of the Schedule B hereto be transferred from the said appointed date and vest without further act or deed in the said Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and vest in the said Transferee Company for all the estate and interest to the said Transferee Company therein but subject nevertheless to all charges now affecting the same, as approved in the Scheme; and.
- 2) That all the debts, liabilities, duties and obligations of the said Transferee Company be transferred from the said appointed date without further act or deed to the said Transferee Company and accordingly the same shall, pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the debts, liabilities, duties and obligations of the said Transferee Company; and.
- 3) That all proceedings and/or suits and/or appeals now pending by or against the said Transferee Company be continued by or against the said Transferee Company; and.
- 4) That leave be and the same is hereby granted to the said petitioner company to file the Schedule of Assets of the said Transferee Company within a period of three weeks from the date of the order made herein; and.
- 5) That the said Transferee Company do within a period of thirty days from the date of obtaining the certified copy

of this order....

L

of this order cause the same to be delivered to the Registrar of Companies, West Bengal for Registration; and.

- 6) That the said transferee Company do issue and allot the new equity shares in consideration of the amalgamation in terms of Clause II of Part II of the said scheme, and
- 7) That the petitioner Company do pay to the aforesaid Regional Director, Eastern Region its costs of and incidental to this application assessed at two hundred gold mohars; and
- 8) That upon receiving acceptable computerised print of the said scheme and the schedule of assets and after checking the same the same be attached to the original order dated twentieth day of June in the year two thousand and seven instead of writing out the same by hand.

Witness Mr. Surinder Singh Nijjar, the chief Justice at Kolkata aforesaid the twentieth day June in the year two thousand and seven.

Khaitan & Company ... Advocate for the petitioner  
Companies

S. S. Sarkar ... Advocate for the Central  
Government

*Handwritten signature*  
06.08.2007  
For Registrar

*Handwritten signature*  
en

**Schedule "A" above referred to**

**SCHEME OF AMALGAMATION**

(UNDER SECTIONS 391 & 394 OF THE COMPANIES ACT, 1956)

Of

**One Two Three India.Com Limited**

With

**IntraSoft Technologies Private Limited**

**PART - I**

(Preliminary)

**1. DEFINITIONS:**

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

- i. "Act" means the Companies Act, 1956 or any amendment, modification or re-enactment thereof from time to time.
- ii. "Appointed Date" means the 1<sup>st</sup> day of April, 2006.
- iii. "Transferor Company" means One Two Three India.Com Limited, a Company incorporated under the provisions of the Act and having its registered office at 502, Prathamesh, Raghuvanshi Mills Limited Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013 in the State of Maharashtra.
- iv. "Transferee Company" means IntraSoft Technologies Private Limited, a Company incorporated under the provisions of the Act and having its registered office at 5, Lake Temple Road, Kolkata 700 029 in the State of West Bengal.
- v. "Undertaking of the Transferor Company" means and includes :
  - (a) All the properties, assets, rights and powers of the Transferor Company;  
and
  - (b) all the debts, liabilities, duties and obligations of the Transferor Company.

Without prejudice to the generality of the foregoing clause the said Undertaking shall include all rights, powers, interests, authorities, privileges, liberties and all properties and assets, movable or immovable, freehold or leasehold, real or

*ds...*  
*En*

personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situate including land, buildings, plant and machinery, office equipments, inventories, investments in shares, debentures, bonds and other securities; sundry debtors, cash and bank balances, loans and advances, leases and all other interests and rights in or arising out of such property together with all, licenses, internet protocol addresses and other internet resources, registrations and trade marks, patents, copyrights, designs, import entitlements and other quotas, privileges, liberties, easements, advantages, benefits, exemptions and approvals of every kind, nature and description and all other interests, rights, and powers of whatsoever nature if any, held, applied for or as may be obtained hereafter by the Transferor Company or to which the Transferor Company is entitled together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records of the Transferor Company.

- vi. "Effective Date" means the date or last of the dates on which certified copies of the orders of the Hon'ble High Court of Judicature at Bombay and the Hon'ble High Court at Calcutta sanctioning this Scheme are filed by the Transferor Company and the Transferee Company with the respective Registrar of Companies.
- vii. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

## 2. SHARE CAPITAL:

The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company and the Transferee Company as on the date of approval of the Scheme by the Board of Directors of the said Companies, i.e., 27<sup>th</sup> September, 2006 is as under:

### a. Transferor Company

<u>AUTHORISED SHARE CAPITAL:</u>	(Rs.)
20,00,000 Equity Shares of Rs.10/- each	2,00,00,000/-

<u>ISSUED &amp; SUBSCRIBED SHARE CAPITAL:</u>	
13,16,095 Equity Shares of Rs.10/- each fully paid up	1,31,60,950/-

<u>PAID-UP SHARE CAPITAL:</u>	
12,76,595 Equity Shares of Rs.10/- each fully paid up	1,27,65,950/-
Add amount originally paid up on forfeited Equity Shares	39,500/-

-----  
1,28,05,450  
-----

*[Handwritten Signature]*

10,00,000 Equity shares constituting 78.33% of the total issued Share Capital of the Transferor Company are held by the Transferee Company. Accordingly, the Transferor Company is a Subsidiary of the Transferee Company,

**b. Transferee Company**

<b><u>AUTHORISED SHARE CAPITAL:</u></b>	<b>(Rs.)</b>
10,00,000 Equity Shares of Rs.10/- each	1,00,00,000/-

<b><u>ISSUED, SUBSCRIBED &amp; PAID-UP SHARE CAPITAL:</u></b>	
10,00,000 Equity Shares of Rs.10/- each fully paid up	1,00,00,000/-

**3. OBJECTS AND REASONS:**

- i. The Transferor Company is engaged in web designing and development of software. The Transferor Company also runs a popular Horizontal Internet Portal (123India.Com) which focuses on the Indian community worldwide and offers India related content with internet specific channels like News, Finance, Cricket, Greetings, Movies, Horoscope, Weather, E-mail, Gifts and Jokes and sophisticated search capabilities. In addition to this the Transferor Company has been offering subscription based Premium Services to its members.
- ii. The Transferee Company is an IT enabled software and services company. It's areas of specialization and operations include Internet related IT enabled services, graphic designing, animation, web content development, IT software development, data conversion, data mining, transmission of data and back-end programming. The Transferee Company provides solutions for a dynamic environment where business and technology strategies converge in today's dynamic digital world.
- iii. For optimum growth and development of the business of the Transferor Company and the Transferee Company and better and more economic running, control and management of the said business and undertaking of the Transferor Company and the Transferee Company with their combined resources and a restructured capital and asset base, it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company in the manner and on the terms and conditions stated herein.
- iv. The amalgamation will enable the combined business and activities of the Transferor Company and the Transferee Company to be carried on more conveniently and advantageously with pooling and more efficient utilisation of their resources, reduction in overheads and other expenses and improvement in various other operating parameters. The Scheme is proposed accordingly and will have beneficial results for the said Companies, their shareholders, employees and all concerned.

*dh*  
*6*



PART - II

(The Scheme)

**4. TRANSFER OF UNDERTAKING:**

- 4.1 With effect from the Appointed Date, the Transferor Company shall stand amalgamated with the Transferee Company, as provided in the Scheme. Accordingly, the Undertaking of the Transferor Company shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the Act and subject to the provisions of the Scheme in relation to the mode and transfer of vesting, stand transferred to and vest in or be deemed to be transferred to and vest in the Transferee Company, as a going concern without any further act, deed, matter or thing so as to become on and from the Appointed Date the Undertaking of the Transferee Company.
- 4.2 All debts, liabilities, duties and obligations of the Transferor Company shall also be transferred to the Transferee Company, without any further act or deed, pursuant to the provisions of Section 394 of the Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.
- 4.3 The transfer and vesting of the Undertaking of the Transferor Company, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such charges, mortgages and/ or encumbrances shall be confined only to the relative assets of the Transferor Company or part thereof on or over which they are subsisting on transfer to and vesting of such assets in the Transferee Company and no such charges, mortgages, and/ or encumbrances shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to any assets of the Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly, the Transferee Company shall not be required to create any additional security over assets acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/to be availed by it and the charges, mortgages, and/ or encumbrances in respect of such indebtedness of the Transferee Company shall not extend or be deemed to extend or apply to the assets so acquired by the Transferee Company.
- 4.4 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations and no-objection certificates obtained by the Transferor Company for its operations and/or to which the Transferor Company is entitled to in

dy.  
EN

terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to and vest in the Transferee Company, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. Since the Undertaking of the Transferor Company will be transferred to and vested in the Transferee Company as a going concern without any break or interruption in the operations thereof, the Transferee Company shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations and no-objection certificates and to carry on and continue the operations of the Undertaking of the Transferor Company on the basis of the same upon this Scheme becoming effective. Further, all benefits, including, under Income Tax, Excise (including Modvat/Cenvat), Sales Tax etc to which the Transferor Company is entitled to in terms of the various Statutes and / or Schemes of Union and State Governments shall be available to and vest in the Transferee Company upon this Scheme becoming effective.

**5. LEGAL PROCEEDINGS:**

Suits, actions and proceedings of whatsoever nature, if any, (hereinafter called "the Proceedings") pending on the Effective Date, by or against the Transferor Company, shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme, but the Proceedings may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Company, in the absence of the Scheme.

**6. CONTRACTS AND DEEDS:**

6.1 All contracts, deeds, bonds, agreements, arrangements, licences, engagements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which have not lapsed and are subsisting on the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.

6.2 The Transferee Company shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, to give formal effect to the provisions of Clause 6 and to the extent that the Transferor Company is required prior to the Effective Date to join in such deeds, writings or confirmations, the Transferee Company shall be entitled to join in such deeds, writings or confirmations instead of the Transferor Company.

*Sp...*  
*Gr*

**7. SAVING OF CONCLUDED TRANSACTIONS:**

The transfer of the Undertaking of the Transferor Company under Clause 4 above, the continuance of the Proceedings under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above, shall not affect any transaction or the Proceedings already concluded by the Transferor Company on or before the Effective Date and shall be deemed to have been done and executed on behalf of the Transferee Company.

**8. EMPLOYEES:**

On and from the Effective Date:

8.1 All the employees of the Transferor Company in service on the Effective Date shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Company without treating it as a break, discontinuance or interruption in service.

8.2 The Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees, as applicable, of the Transferor Company shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, including in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company.

8.3 The services of the employees of the Transferor Company will be treated as having been continuous, without any break, discontinuance or interruption, for the purpose of membership and the application of the Rules or Bye-laws of the said Funds.

**9. DISSOLUTION OF THE TRANSFEROR COMPANY:**

The Transferor Company shall be dissolved without winding up in accordance with the provisions of Section 394 of the Act.

**10. CONDUCT OF BUSINESS OF THE TRANSFEROR COMPANY:**

With effect from the Appointed Date and up to the Effective Date:

10.1 The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall hold and stand possessed of and be deemed to

*[Handwritten initials]*

have held and stood possessed of all its assets for and on account of and in trust for the Transferee Company.

10.2 The Transferor Company shall carry on its business and activities with due diligence and business prudence and shall not, without the prior written consent of the Transferee Company, charge, mortgage, encumber or otherwise deal with or alienate its assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability or incur any major expenditure, except as is necessary in the ordinary course of its business, and except as already committed or planned as on the date of approval of the Scheme by the Board of Directors of the Transferor Company and the Transferee Company.

10.3 All profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company shall for all purposes be deemed to have accrued as the profits or income or expenditure or losses, as the case may be, of the Transferee Company.

#### 11. ISSUE OF SHARES:

11.1 Upon the Scheme coming into effect, and without any further application, act or deed:

11.1.1 The Transferee Company shall, in consideration of the amalgamation, issue and allot to the members of the Transferor Company whose names appear in the Register of Members of the Transferor Company on such date as the Board of Directors of the Transferee Company or a committee thereof will determine, Equity Shares of Rs.10/- each in the Transferee Company credited as fully paid-up with rights attached thereto as hereinafter mentioned (hereinafter referred to as the "New Equity Shares") in the following ratio:

One New Equity Shares of Rs.10/- each in the Transferee Company credited as fully paid-up for every Four Equity Shares of Rs.10/- each, fully paid-up held in the Transferor Company.

11.1.2 In respect of Equity Shares of the Transferor Company, held by the Transferee Company, the New Equity Shares to be issued by the Transferee Company in terms of the preceding clause shall be issued and held in trust for the benefit of the Transferee Company and the Board of Directors of the Transferee Company shall make allotment of such New Equity Shares to an individual trustee or board of trustees or a corporate trustee (hereinafter referred to as the "Trustees") as shall be determined by them to have and to hold the said New Equity Shares together with all additions or accretions thereto in trust exclusively for the benefit of the Transferee Company. The Trustees shall, sell the said New Equity Shares

within a period of five years from the date of allotment and at such time or times as the Board of Directors of the Transferee Company may deem fit and shall remit the net proceeds thereof to the Transferee Company. The trust shall stand extinguished upon sale of all shares as above.

- 11.2 Every member of the Transferor Company shall surrender to the Transferee Company all the share certificates held by such member in the Transferor Company and take all steps to obtain from the Transferee Company a Certificate for the New Equity Share(s) in the Transferee Company to which such member may be entitled to under Clause 11.1.1 aforesaid. Notwithstanding anything to the contrary in this Scheme, upon the New Equity Shares in the Transferee Company being issued and allotted by it to the members of the Transferor Company, the share certificates in relation to the Equity Shares held by them in the Transferor Company shall stand cancelled.
- 11.3 No fractional shares shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the members of the Transferor Company may be entitled on issue and allotment of the New Equity Shares of the Transferee Company. The Board of Directors of the Transferee Company or a committee thereof shall consolidate all such fractional entitlements, and issue and allot New Equity Shares in lieu thereof to a Director and / or Officer(s) of the Transferee Company on the express understanding that such Director and / or Officer(s) to whom such New Equity Shares are allotted shall sell the same in the market and pay to the Transferee Company the net sale proceeds thereof, whereupon the Transferee Company shall distribute such net sale proceeds to the members of the Transferor Company in proportion to their fractional entitlements.
- 11.4 The New Equity Shares of the Transferee Company to be issued and allotted in lieu of the Equity Shares of the Transferor Company, shall rank pari passu in all respects with the existing Equity Shares of the Transferee Company.
- 11.5 Consequent upon the amalgamation and on the Scheme becoming effective, the Authorised Share Capital of the Transferor Company shall stand merged into and combined with the Authorised Share Capital of the Transferee Company. Accordingly, the Authorised Share Capital of the Transferee Company resulting from the amalgamation shall be a sum of Rs.3,00,00,000/- divided into 30,00,000 Equity Shares of Rs.10/- each. It is clarified that Clause V of the Memorandum of Association of the Transferee Company shall also stand altered accordingly, without any further act of deed, upon this Scheme becoming effective and without payment of any registration or filing fee on such combined Authorised

11  
12

Share Capital under Section 611 of the Act, the Transferor Company and the Transferee Company having already paid such fees thereon.

11.6 Apart from issue and allotment of shares to members of the Transferor Company and combination of Authorised Share Capital of the Transferor Company and the Transferee Company as above, the Transferee Company shall be at liberty to increase its Authorised Share Capital and issue new shares to any investors at such price and on such terms and conditions as it may deem fit. It is clarified that such shares may be issued by the Transferee Company before or after the Effective Date.

**12. ACCOUNTING:**

12.1 On and from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required and except to the extent required otherwise by law, the reserves of the Transferor Company shall be merged with the corresponding reserves of the Transferee Company

12.2 The Share Premium Account of the Transferor Company shall be recorded in the books of account of the Transferee Company after adjusting the balance in Profit and Loss Account of the Transferor Company.

12.3 Subject to the provisions hereof all assets and liabilities, including reserves, of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of account of the Transferee Company at the book value as recorded in the Transferor Company's books of account.

12.4 The difference between the Share Capital of the Transferor Company and the amount recorded as additional share capital issued by the Transferee Company on amalgamation shall, subject to other provisions contained herein, be reflected in the General Reserves of the Transferee Company and such Reserves shall be available for distribution by the Transferee Company.

12.5 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the General Reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

**13. APPLICATIONS:**

The Transferee Company and the Transferor Company shall, with all reasonable dispatch, make necessary applications to the Hon'ble High Court at Calcutta and

the Hon'ble High Court of Judicature at Bombay respectively for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Company without winding up or liquidation and apply for and obtain such other approvals, as may be required by law. Any such application shall, upon constitution of the National Company Law Tribunal under Section 10FB of the Act, be made and/or pursued before the National Company Law Tribunal, if so required. In such event references in this Scheme to the Hon'ble High Court of Judicature at Bombay and the Hon'ble High Court at Calcutta shall be construed as references to the National Company Law Tribunal and/or appropriate Benches thereof as the context may require.

**14. APPROVALS AND MODIFICATIONS:**

The Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

- 14.1 to assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble High Court of Judicature at Bombay, the Hon'ble High Court at Calcutta and / or any authorities under law may deem fit to approve or direct or as may be deemed expedient or necessary; and
- 14.2 to settle all doubts or difficulties that may arise in carrying out the Scheme and to do and execute all acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.

Without prejudice to the generality of the foregoing the Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

**15. SCHEME CONDITIONAL UPON:**

The Scheme is conditional upon and subject to the approval of the Scheme by the requisite majority of the members of the Transferor Company and the members of the Transferee Company and sanction of the same by the Hon'ble High Court of Judicature at Bombay and the Hon'ble High Court at Calcutta.

Accordingly, the Scheme although operative from the Appointed Date shall become effective on the date or last of the dates on which certified copies of the aforesaid orders sanctioning the Scheme are filed with the respective Registrar of Companies by the Transferor Company and the Transferee Company.

*[Handwritten signature]*

**16. COSTS, CHARGES AND EXPENSES:**

All costs, charges and expenses, in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company. In the event the Scheme does not take effect or stands withdrawn for any reason whatsoever, each Company shall pay and bear their own costs.

**17. RESIDUAL PROVISIONS:**

17.1 On the approval of the Scheme by the members of the Transferor Company and the members of the Transferee Company pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded all relevant consents under any other provisions of the Act to the extent the same may be considered applicable.

17.2 The Transferee Company shall be at liberty to change its name to such new name and / or convert itself into a public Company by altering its Articles or otherwise as it may consider appropriate. If such change or conversion is effected prior to the Effective Date, the Transferee Company shall duly bring the same on record in the pending proceedings if and as may be necessary. The Transferee Company shall in any event be bound to take necessary steps to convert itself into a public Company, if the amalgamation results in the total members of the Transferee Company exceeding fifty in number.

17.3 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights or liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person.

17.4 If any doubt or difference or issue shall arise between the parties hereto or any of their shareholders, creditors, employees and/or any other person as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability transferred under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to Mr. P.L. Agarwal, Advocate of 1B, Old Post Office Street, Kolkata 700 001 whose decision shall be final and binding on all concerned.

*K. K. Saha*  
06-08-2007  
For Registrar  
*[Signature]*



**Schedule "B" above referred to**

**Schedule of Assets**

of

One Two Three India.Com Limited ("The Transferor Company") to be transferred to IntraSoft Technologies Private Limited as on April 1, 2006.

**PART I**

(Short description of Freehold Property of the Transferor Company)

NIL

**PART II**

(Short description of Leasehold Property of the Transferor Company)

NIL

**PART III**

(Short description of stocks, shares, debentures and other choses in action of the Transferor Company)

	Amount (Rs.) As on 1.4.06
A. Sundry Debtors	9,44,534
B. Balances with scheduled banks	
- in current account	11,52,778
- in deposit account	1,21,32,700
	-----
	1,33,08,918
	-----
C. Loans and Advances	8,922
D. Prepaid expenses	12,649
E. Deposits	687,240
F. Tax deducted at Source	156,161
	-----
	9,45,274
	-----

Exd.  
S. Bose  
3.08.2007  
Exd. [Signature]  
13.08.2007

[Signature]  
06.08.2007  
For Registrar  
[Signature]

CERTIFIED TO BE A TRUE COPY

[Signature] 13.8.07  
Authorized Under Section 76 of the  
Indian Evidence Act, 1872 (Act-1 of 1872)

02/13/8/07

Received a copy order  
dt. 20th June 2007

Plashed with Master  
10-8-07

for S.S. Saxena  
Asst. Govt Counsel

C. P. No. 409 of 2006  
Connected with  
C. A. No. 557 of 2006

IN THE HIGH COURT AT CALCUTTA  
Original Jurisdiction

In the Matter of Companies Act, 1956  
and

In the Matter of  
Intra Soft Technologies Private Limited

21-6-07-  
13-8-07  
13-8-07  
13-8-07  
13-8-07

Order

of the 20th day of June 2007  
Filed this 10th day of August 2007

Superintendent,  
Copyists' Department,  
High Court, O.S.

13-8-07

9

Superintendent,  
Company Matters Department.

Charatan P. Company.

Attorney.

**UNDER THE COMPANIES ACT, 1956**

**(COMPANY LIMITED BY SHARES)**

**ARTICLES OF ASSOCIATION OF INTRASOFT TECHNOLOGIES LIMITED**

**PART A**

**PRELIMINARY**

1. The regulations contained in Table A in Schedule I of the Companies Act, 1956, shall be deemed to be incorporated in these Articles and to apply to the Company insofar as they are not inconsistent with the provisions of the following Articles..

**DEFINITIONS AND INTERPRETATION**

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

“**The Company**” or “**This Company**” shall mean Intrasoft Technologies Limited.

“**The Act**” shall mean the Companies Act, 1956 and subsequent amendments thereto or any statutory modification or re-enactment thereof, for the time being in force.

“**Annual General Meeting**” shall mean the annual general meeting of the Company convened and held in accordance with the Act.

“**Articles of Association**” or “**Articles**” shall mean these Articles of Association of the Company as originally framed or as altered from time to time by Special Resolution;

“**Beneficial Owner**” shall mean a person whose name is recorded as such with a depository.

“**Board**” or “**Board of Directors**” shall mean the Directors of the Company collectively referred to in the Act.

“**Capital**” shall mean the share capital for the time being raised or authorized to be raised for the purposes of the Company.

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

For IntraSoft Technologies Ltd.

  
Managing Director

**“Debenture holders”** shall mean the duly registered holders from time to time of the Debentures of the Company and shall include in case of Debentures held by a Depository, the beneficial owners whose names are recorded as such with the Depository.

**“Depositories Act”** shall mean the Depository Act, 1996, including any statutory modifications or re-enactment for the time being in force.

**“Depository”** shall mean a Company formed and registered under the Act and which has been granted a Certificate of Registration under the Securities and Exchange Board of India Act 1992.

**“Directors”** shall mean the Directors for the time being of the Company and includes Alternate Directors.

**“Dividend”** includes interim dividend unless otherwise stated.

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

**“Extraordinary General Meeting”** shall mean an extraordinary meeting of the Company convened and held in accordance with the Act.

**“Financial Year”** shall have the meaning assigned thereto by Section 2 (17) of the Act

**“Managing Director”** shall have the meaning assigned thereto in the Act.

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

**“Month”** shall mean the English calendar month.

**“Office”** shall mean the Registered Office, for the time being of the Company.

**“Officer”** shall have the meaning assigned thereto by the Act.

**“Ordinary Resolution”** shall have the meaning assigned thereto by the Act.

**“Paid up”** shall include “credited as paid up”.

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

**“Person”** shall include any Association, Corporation, Company as well as individuals.

**“Proxy”** includes Attorney duly constituted under a Power of Attorney.

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

**“Register”** shall mean the Register of Members to be kept pursuant to the said Act.

**“Registered Owner”** shall mean a depository whose name is entered as such in the records of the Company.

**“SEBI”** shall mean Securities and Exchange Board of India.

**“Seal”** shall mean the common seal for the time being of the Company.

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

**“Shares”** shall mean the equity shares of the Company unless otherwise mentioned.

**“Share Warrant”** shall mean the share warrant issued pursuant to Section 114 of the Act.

**“Section”** shall mean a Section of the Act.

**“Security”** shall mean such security as may be specified by the Securities and Exchange Board of India from time to time.

**“Special Resolution”** shall have the meaning assigned thereto by Section 189 of the Act.

**“Transfer”** shall mean (in either the noun or the verb form and including all conjugations thereof with their correlative meanings) with respect to the Shares, the sale, assignment, transfer or other disposition (whether for or without consideration, whether directly or indirectly) of any Shares or of any interest

therein or the creation of any third party interest in or over the Shares, but excluding any renunciation of any right to subscribe for any shares offered pursuant to a rights issue to existing shareholders in proportion to their existing shareholding in the Company; and

“**Writing**” and “**Written**” shall mean and includes words, hand written, printed, typewritten, lithographed, represented or reproduced in any mode in a visible form.

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

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

#### *Interpretation*

- (i) Unless repugnant to the context or otherwise excluded, the words and phrases used in these Articles but not defined herein shall have, *mutatis-mutandis*, the same meaning ascribed to them in the Act, and if not defined therein to the Depositories Act.
- (ii) The headings and subheadings in these Articles are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Article or any provision hereof in any manner whatsoever.
- (iii) The definitions in Clause 2 shall apply equally to both the singular and plural form of the terms defined.
- (iv) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter form.
- (v) The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.
- (vi) Unless the context otherwise requires, (a) all references to Clauses, are to Clauses of these Articles; and (b) the terms “herein”, “hereof”, “hereunder” and words of similar import refer to these Articles as a whole.

#### **COPIES OF MEMORANDUM AND ARTICLES OF ASSOCIATION TO BE GIVEN TO MEMBERS**

3. Copies of the Memorandum and Articles of Association and other documents mentioned in Section 39 of the Act shall be furnished by the Company to a member at his request within seven days of the requisition subject to the payment of a fee of Rupee one.

## CAPITAL

### 4. *Authorized Share Capital*

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

### 5. *Shares at the Disposal of the Directors*

Subject to the provisions of Section 81 of the Act and these Articles, the shares in the capital of the Company for the time being shall be under the control of the Board of Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provision of Section 79 of the Act) at a discount and at such time as they may from time to time think fit and with the sanction of the Company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares, and if so issued, shall be deemed to be fully paid shares. Without prejudice to the generality of the foregoing, the Directors shall also be empowered to issue Shares for the purposes of granting stock options to its permanent employees under the terms and conditions of the SEBI (Employee Stock Option Scheme & Employee Stock Purchase Scheme) Guidelines, 1999 or any other applicable law, as amended from time to time. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

### 6. *Consideration for Allotment*

The Board of Directors may allot and issue shares of the Company as payment or part payment for any property purchased by the Company or in respect of goods sold or transferred or machinery or appliances supplied or for services rendered to the Company in or about the formation of the Company or the acquisition and or in the conduct of its business; and any shares which may be so allotted may be issued as fully/partly paid up shares and if so issued shall be deemed as fully/partly paid up shares.

### 7. *Restriction on Allotment*

- (a) The Directors shall in making the allotments duly observe the provision of the Act;
- (b) The amount payable on application on each share shall not be less than 5%

of the nominal value of the share; and

- (c) Nothing contained therein shall prevent the Directors from issuing fully paid up shares either on payment of the entire nominal value thereof in cash or in satisfaction of any outstanding debt or obligation of the Company

8. *Increase of Capital*

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

9. *Reduction of Capital*

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

10. *Sub-division and Consolidation of Shares*

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

- (1) Divide, sub-divide or consolidate its shares, or any of them, and the resolution whereby any share is sub-divided, may determine that as between the holders of the shares resulting from such sub-division one or more of such shares have some preference of special advantage as regards dividend capital or otherwise as compared with the others; or
- (2) Cancel shares which at the date of such general meeting have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.



11. *New capital part of the existing capital*

Except so far as otherwise provided by the conditions of the issue or by these presents any capital raised by the creation of new shares, shall be considered as part of the existing capital and shall be subject to the provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.

12. *Power to issue Shares with differential voting rights*

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

13. *Power to issue preference shares*

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

14. *Further Issue of Shares*

- (1) Where at any time after the expiry of two years from the formation of the Company or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares then:
  - (a) Such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid up on those share at that date.
  - (b) The offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time not being less than thirty days from the date of offer within which the offer, if not accepted, will be deemed to have been declined.
  - (c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub clause (b) hereof shall contain a statement of this right.
  - (d) After the expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as they may think most beneficial to the company.

- (2) Notwithstanding anything contained in sub-clause (1) the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of sub-clause (1) hereof) in any manner whatsoever.
- (a) If a special resolution to that effect is passed by the Company in General Meeting, or
  - (b) Where no such special resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in the general meeting (including the casting vote, if any, of the Chairman.) by the members who, being entitled to do so, vote in person, or where proxies are allowed by proxy, exceed the votes, if any, cast against the proposal by members so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf that the proposal is most beneficial to the Company.
- (3) Nothing in sub-clause (c) of (1) hereof shall be deemed:
- (a) To extend the time within which the offer should be accepted; or
  - (b) To authorize any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
- (4) Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to the Debentures issued or loans raised by the Company:
- (a) To convert such Debentures or loans into shares in the Company; or
  - (b) To subscribe for shares in the Company.

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

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

15. *Rights to convert loans into capital*

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

16. *Allotment on application to be acceptance of shares*

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

17. *Returns on allotments to be made or Restrictions on Allotment*

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

18. *Money due on shares to be a debt to the Company*

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

19. *Members or heirs to pay unpaid amounts*

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

20. *Buy back of shares*

The Company shall be entitled to purchase its own shares or other securities, subject to such limits, upon such terms and conditions and such approvals as required under the provisions of the Act and all other applicable law, as may be in force.

## **INTEREST OUT OF CAPITAL**

21. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provisions of any plant which cannot be made profitable for a lengthy period, the Company may pay interest on so much of that share capital as is for the time being paid up, for the period and subject to the conditions and restrictions provided by Section 208 of the Act and may charge the same to capital as part of the cost of construction of the work or building or the provisions of the plant.

## **DEBENTURE**

22. *Terms of Issue of Debentures*

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

23. *Assignment of Debentures*

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

24. *Debenture Directors*

Any trust deed for securing Debentures or debenture stock may if so arranged provide for the appointment from time to time by the trustee thereof or by the holders of Debentures or Debenture stock of some person to be a Director of the Company and may empower such trustee or holders of Debentures or Debenture stock from time to time to remove any Directors so appointed.

A Director appointed under this Article is herein referred to as a “Debenture Director” and the Debenture Director shall mean a Director for the time being in office under this Article. The trust deed may contain such ancillary provisions as may be arranged between the Company and the trustees and all such provision shall have effect notwithstanding any of the other provisions herein contained.

## SHARE CERTIFICATES

25. (1) *Every Member entitled to certificate for his shares*

- (a) Every Member or allottee of shares shall be entitled, without payment, to receive one or more certificates specifying the name of the person in whose favour it is issued, the shares to which it relates, and the amount paid thereon. Such certificates shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of fractional coupon of requisite value, save in case of issue of share certificates against letters of acceptance of or renunciation or in cases of issues of bonus shares.
- (b) Particulars of every share certificate issued shall be entered in the Register of Members against the name of the person to whom it has been issued, indicating date of issue.

(2) *Joint ownership of shares*

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

(3) *Director to sign Share Certificates*

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

(4) *Issue of new certificate in place of one defaced, lost or destroyed or Renewal of Certificates*

If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new Certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, being given, a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. Every Certificate under the Article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rupees Two for each certificate) as the Directors shall

prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

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

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

(5) *Renewal of Share Certificate*

When a new share certificate has been issued in pursuance of clause(4) of this article, it shall state on the face of it and against the stub or counterfoil to the effect that it is issued in lieu of share certificate No. \_\_\_\_\_ sub-divided/replaced on consolidation of shares.

(6) When a new certificate has been issued in pursuance of clause (4) of this Article, it shall state on the face of it against the stub or counterfoil to the effect that it is a duplicate issued in lieu of share certificate No. \_\_\_\_\_. The word 'Duplicate' shall be stamped or punched in bold letters across the face of the share certificate and when a new certificate has been issued in pursuance of clauses (3), (4), (5) and (6) of this Article, particulars of every such share certificate shall be entered in a Register of Renewed and Duplicate Certificates indicating against it, the names of the persons to whom the certificate is issued, the number and the necessary changes indicated in the Register of Members by suitable cross references in the "remarks" column.

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

26. *Applicability of The Companies (Issue of Share Certificate) Rules, 1960*

The rules under the Companies (Issue of Share Certificate) Rules, 1960 shall be complied with in the issue, reissue, renewal of share certificates and the format sealing and signing of the certificates and records of the certificates issued shall be maintained in accordance with the said rules.

27. *Responsibilities to maintain records*

The Managing Director of the Company for the time being or if the Company has

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

28. *Rights of Joint Holders*

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

29. *Limitation of time for issue of certificates*

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

## LIEN

30. *Company's lien on shares /Debentures*

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

time declare any shares / Debentures wholly or in part to be exempt from provisions of this clause.

31. *Enforcing lien by sale*

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

32. *Application of sale proceeds*

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

### **CALLS ON SHARES**

33. *Board to have right to make calls on shares*

The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by circular resolution), make such call as it thinks fit upon the members in respect of all moneys unpaid on the shares held by them respectively and each member shall pay the amount of every call so made on him to the person or persons and the member(s) and place(s) appointed by the Board. A call may be made payable by installments. Provided that the Board shall not give the option or right to call on shares to any person except with the sanction of the Company in general meeting.

34. *Notice for call*

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

35. *Call when made*

The Board of Directors may, when making a call by resolution, determine the date



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

36. *Liability of joint holders for a call*

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

37. *Board to extend time to pay call*

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

38. *Calls to carry Interest*

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

39. *Dues deemed to be calls*

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

40. *Proof of dues in respect of share*

On any trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares it shall be sufficient to prove (i) that the name of the Members in respect of whose shares the money is sought to be recovered appears entered in the Register as the holder, at or subsequent to the date on which the money sought to be recovered is alleged to have become due on the shares, (ii) that the resolution making the call is duly recorded in the minute

book, and that notice of such call was duly given to the member or his representatives pursuant to these Articles, and (iii) it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive of the debt.

41. *Partial payment not to preclude forfeiture*

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

42. *Payment in anticipation of call may carry interest*

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

### **FORFEITURE OF SHARES**

43. *Board to have right to forfeit shares*

If any Member fails to pay any call or installment of a call or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may at any time thereafter during such time as the call or installment remains unpaid, give notice on the Member requiring him to pay the same together with any interest that may have accrued and all expenses that may have

been incurred by the Company by reason of such non-payment.

44. *Notice for forfeiture of shares*

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

45. *Effect of forfeiture*

If the requirements of any such notice as aforesaid were not complied with, every or any share in respect of which such notice has been given may at any time, thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all Dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.

46. *Notice of forfeiture*

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

47. *Forfeited share to be the property of the Company*

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

48. *Member to be liable even after forfeiture*

Any Member whose shares have been forfeited shall, notwithstanding the forfeiture be liable to pay and shall forthwith pay to the Company on all moneys, which, at the date of the forfeiture, were presently payable by him to the Company in respect of shares.

49. *Claims against the Company to extinguish on forfeiture*

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

50. *Evidence of forfeiture*

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

51. *Effecting sale of shares*

Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinafter given, the Board may appoint some person to execute an instrument of transfer of the shares sold, cause the purchaser's name to be entered in the register in respect of the share sold, and the purchaser shall neither be bound to see to the application of the purchase money nor his title to the share is impeached by any irregularity or invalidity in the proceeding in reference to the forfeiture, sale or disposal of the share, 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.

52. *Certificate of forfeited shares to be void*

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

53. *Board entitled to cancel forfeiture*

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

## TRANSFER AND TRANSMISSION OF SHARES

54. *Register of Transfers*

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

55. *Endorsement of Transfer*

In respect of any transfer of shares registered in accordance with the provisions of these Articles, the Board may, at their discretion, direct an endorsement of the transfer and the name of the transferee and other particulars on the existing share certificate and authorize any Director or Officer of the Company to authenticate such endorsement on behalf of the Company or direct the issue of a fresh share certificate, in lieu of and in cancellation of the existing certificate in the name of the transferee.

56. *Instrument of Transfer*

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

57. *Executive transfer instrument*

Every such instrument of transfer shall be executed both by the transferor and the transferee and the transferor shall be deemed to remain holder of the shares until the name of the transferee is entered in the Register in respect thereof. The instrument of transfer shall be in respect of same class of shares and should be in the form prescribed under the Act.

58. *Closing register of transfers and of Members*

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

59. *Directors may refuse to register transfer*

Subject to the provisions of Section 111A of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Directors may refuse whether in pursuance of any power of the Company under

these Articles or otherwise to register the transfer of, or transmission by operation of law of the right to, any shares or interest of a Member in or Debentures of the Company. The Company shall within one month from the date on which the instrument of transfer, or the intimation of such transfer, as the case may be, was delivered with the Company, send notice of refusal to the transferee and transferor or to the person giving notice of such transmission, as the case may be, giving reasons for such refusal. Provided that registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever, except when the Company has a lien on the shares.

60. *Transfer of partly paid shares*

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

61. *Survivor of joint holders recognized*

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

62. *Title to shares of deceased members*

The executors or administrators or holders of a succession certificate or the legal representatives of a deceased member (not being one or two joint holders) shall be the only person recognized by the Company as having any title to the shares registered in the name of such member, and the Company shall be bound to recognize such executors or administrators or holders of a succession certificate or the legal representatives shall have first obtained probate holders or letter of administration or succession certificate as the case may be, from a duly constituted court in the Union of India. Provided that in any case where the Board in its absolute discretion, thinks fit, the Board may dispense with the production of probate or letter of administration or succession certificate, upon such terms as to indemnity or otherwise as the Board in its absolute discretion may think necessary and register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased Member as a Member

63. *Transfers not permitted*

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

64. *Transmission of shares*

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

65. *Rights on Transmission*

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

66. *Instrument of transfer to be stamped*

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

67. *Share certificates to be surrendered*

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

68. *No fee on transfer or transmission*

No fee shall be charged for registration of transfers, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other documents.

69. *Company not liable to notice of equitable rights*

The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be

made by any apparent legal owner thereof (as shown or appearing in the register of members) to the prejudice of persons having or claiming any equitable rights, title or interest in the said shares, notwithstanding that the Company may have had notice of such equitable rights referred thereto in any books of the Company and the Company shall not be bound by or required to regard or attend to or give effect to any notice which may be given to it of any equitable rights, title or interest or be under any liability whatsoever for refusing or neglecting to do so, though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the board shall so think fit.

#### 70. **DEMATERIALIZATION OF SECURITY**

(1) *Company to recognize interest in dematerialized Security under the Depositories Act*

Either the Company or the investor may exercise an option to issue, de-link, hold the security (including shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialized, in the event of which the rights and obligations of the parties concerned and matters connected therewith or incidental thereto shall be governed by the provisions of the Depositories Act.

(2) *Dematerialisation / Re-materialisation of Security*

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

(3) *Option to receive Security certificate or hold Security with the Depository*

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

(4) *Security in electronic form*

All security held by a Depository shall be dematerialized and held in electronic form. No certificate shall be issued for the Security held by the Depository. Nothing contained in Section 153, 153A, 153B, 187 B, 187 C



and 372 of the Act, shall apply to a Depository in respect of the securities held by it on behalf of the Beneficial Owner.

(5) *Beneficial Owner deemed as an absolute owner*

Except as ordered by the court of competent jurisdiction or by law required, the Company shall be entitled to treat the person whose name appears on the Register as the holders of any share or whose name appears as the Beneficial Owner of the shares in the Records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognize any benami, trust equity, equitable contingent, future, partial interest, other claim to or interest in respect of such shares or (except only as by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has expressed or implied notice thereof, but the Board shall at their sole discretion register any share in the joint names of any two or more persons or the survivor or survivors of them.

(6) *Rights of Depository and Beneficial Owners*

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

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

Every person holding security of the Company and whose name is entered as a Beneficial Owner in the Records of the Depository shall be deemed to be a member of the Company. The Beneficial Owner of the security shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his Security which are held by a Depository

(7) *Register and index of Beneficial Owners*

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

The register and index of Beneficial Owners maintained by a Depository under the Depositories Act, shall be deemed to be a register and index of members for the purposes of this Act. The Company shall have the power

to keep in any state or country outside India a branch register of Members resident in that State or Country.

(8) *Cancellation of certificates upon surrender by person*

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

(9) *Service of Documents*

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

(10) *Allotment of Security*

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

(11) *Transfer of Security*

The Company shall keep a register of transfers and shall have recorded therein fairly and distinctly, particulars of every transfer or transmission of any share held in material form. Nothing contained in these Articles shall apply to transfer of Security held in a Depository.

(12) *Distinctive number of Security held in a Depository*

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

(13) *Provisions of Articles to apply to shares held in Depository*

Except as specifically provided in these Articles, the provisions relating

to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in Depository so far as they apply to shares held in physical form subject to the provisions of the Depository Act.

(14) *Depository to furnish information*

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

(15) *Option to opt out in respect of any such Security*

In the event a Beneficial Owner seeks to opt out of a Depository in respect of any Security, he shall inform the Depository accordingly. The Depository shall, on receipt of such information make appropriate entries in its Records and shall inform the Company. The Company shall within thirty days of the receipt of intimation from a Depository and on fulfillment of such conditions and on payment of such fees as may be specified by the regulations, issue the certificate of Security to the Beneficial Owner or the transferee as the case may be.

(16) *Overriding effect of this Article*

Provisions of this Article will have full effect and force notwithstanding anything to the contrary or inconsistent contained in any other Articles of these presents.

## 71. **NOMINATION FACILITY**

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

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

- (4) Where the nominee is a minor it shall be lawful for the holder of shares or Debentures, to make the nomination and to appoint in the prescribed manner any person to become entitled to shares in or Debentures of the Company in the event of his death in the event of minority of the nominee.
- (5) Any person who becomes a nominee by virtue of the provisions of Section 109 A upon the production of such evidence as may be required by the Board and subject as hereinafter provided elect either:
  - (a) To be registered himself as holder of the shares or Debentures as the case may be, or
  - (b) To make such transfer of the share or Debenture as the case may be, as the deceased shareholder or Debenture holder, as the case may be could have made.
- (6) If the person being a nominee, so becoming entitled, elects to be registered himself as a holder of the share or Debenture as the case may be, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with a death certificate of the deceased share holder or Debenture holder as the case may be.
- (7) All the limitations, restrictions and provisions of this Act, relating to the right to transfer and registration of transfer of shares or Debentures shall be applicable to any such notice or transfer as aforesaid as if the death of the Member had not occurred and the notice or transfer where a transfer is signed by that shareholder or debenture holder, as the case may be.
- (8) A person being a nominee, becoming entitled to a share or Debenture by reason of the death of the holder shall be entitled to same Dividends and other advantages to which he would be entitled if he were the registered holder of the share or Debenture, except that he shall not, before being registered a Member in respect of his share of Debenture, be entitled in respect of it to exercise any right conferred by membership in relation to the meetings of the Company.
- (9) Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share or

Debenture and if the notice is not complied with within 90 days, the Board may thereafter withhold payments of all Dividends, bonus, or other monies payable in respect of the share or Debenture, until the requirements of the notice have been complied with.

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

## **SHARE WARRANTS**

### *72. Rights to issue share warrants*

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

### *73. Rights of warrant holders*

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

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

- (2) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register of Members as the holder of the shares included in the warrant, and he shall be member of the Company.

75. *Board to make rules*

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

### **CONVERSION OF SHARES INTO STOCK AND RECONVERSION**

76. *Rights to convert shares into stock & vice-versa*

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

77. *Rights of stock holders*

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

### **GENERAL MEETINGS**

78. *Annual General Meetings*

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

79. *Extraordinary General Meetings*

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

80. *Extraordinary General Meetings on requisition*

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

81. *Notice for general meetings*

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

82. *Shorter notice admissible*

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

83. *Special and ordinary business*

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

84. *Quorum for general meeting*

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

85. *Consequences of absence of Quorum*

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

86. *Chairman of General Meeting*

Unless otherwise decided by the Board, the members personally present in the meeting shall elect one of themselves to be the chairman thereof on a show of hands.

87. *Election of Chairman*

If there is no such Chairman or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman, the members present shall choose another Director as Chairman and if no Director be present or if all the Directors decline to take the chair then the members present shall choose someone of their number to be the Chairman.

88. *Adjournment of Meeting*

The Chairman may, with the consent given in the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn that meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When the meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as nearly as may be in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of adjournment of the business to be transacted at an adjourned meeting.

89. *Voting at Meeting*

At any general meeting, a resolution put to the vote at the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) is demanded in accordance with the provisions of



Section 179 of the Act. Unless a poll is so demanded, a declaration by the Chairman that the resolution had, on a show of hands been carried unanimously or by a particular majority or lost and an entry to that effect in the book of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

90. *Decision by poll*

If a poll is duly demanded, it shall be taken in such manner as the Chairman directs and the results of the poll shall be deemed to be the decision of the meeting on the resolution in respect of which the poll was demanded.

91. *Casting vote of Chairman*

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

92. *Poll to be immediate*

- (1) A poll demanded on the election of Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time not later than forty eight hours from the time of demand as the Chairman of the meeting directs.
- (2) A demand for a poll shall not prevent the continuance of a meeting of the transaction of any business other than that on which a poll has been demanded. The demand for a poll may be withdrawn.

93. *Passing resolutions by Postal Ballot*

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

## VOTE OF MEMBERS

### 94. *Voting rights of Members*

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

### 95. *Voting by joint-holders*

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

### 96. *No right to vote unless calls are paid*

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

### 97. *Proxy*

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

### 98. *Instrument of proxy*

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

The instrument appointing a proxy and Power of Attorney or other authority (if any) under which it is signed must be deposited at the registered office of the Company not less than forty eight hours, or such lesser period as prescribed by the Board, prior to the time fixed for holding the meeting at which the person named in the instrument proposed to vote, or, in case of a poll, not less than twenty four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

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

100. *Validity of proxy*

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

101. *Corporate members*

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

## **DIRECTOR**

102. *Number of Directors*

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

103. *First Directors*

The first Directors of the Company are:

- (a) Mr. Sharad Kajaria
- (b) Mr. Ramswaroop Kyal

104. *Share qualification not necessary*

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

105. *Director's power to fill-up casual vacancy*

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

106. *Additional Directors*

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

107. *Alternate Directors*

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

108. *Continuing Director may act*

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

109. *Vacation of office of Director*

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

110. *Equal power to Director*

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

### **ROTATION AND RETIREMENT OF DIRECTOR**

111. *One-third of Directors to retire every year*

At the Annual General Meeting of the Company to be held in every year, one third of such of the Directors as are liable to retire by rotation for time being, or, if

their number is not three or a multiple of three then the number nearest to one third shall retire from office, and they will be eligible for re-election.

Provided nevertheless that the Managing Director or Whole time Director, appointed or the Directors appointed as a Debenture Director and Special Director under Articles hereto shall not retire by rotation under this Article nor shall they be included in calculating the total number of Directors of whom one third shall retire from office under this Article.

112. *Retiring Directors eligible for re-election*

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

113. *Which Director to retire*

The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lots.

114. *Retiring Director to remain in office till successors appointed*

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

115. *Increase or reduction in the number of Directors*

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

116. *Power to remove Director by Ordinary Resolution*

Subject to the provisions of the Act, the Company may by an ordinary resolution in general meeting remove any Director before the expiration of his period of office and may, by an Ordinary Resolution, appoint another person instead; the

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

117. *Right of persons other than retiring Directors to stand for directorship*

A person not being a retiring Director shall be eligible for appointment to the office of a Director at any general meeting if he or some other member intending to propose him as a Director not less than 14 days before the meeting has left at the office of the Company, a notice in writing under his hand signifying his candidature for the office of the Director or the intention of such member to propose him as a candidate for that office as the case may be, along with the prescribed deposit amount which shall be refunded to such person or as the case may be, to such member if the person succeeds in getting elected as Directors.

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

118. *Directors not liable for retirement*

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

119. *Director for subsidiary Company*

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

120. *Meetings of the Board*

- (1) The Board of Directors shall meet at least once in every three calendar months for the discharge of business and at least four such meetings shall be held in every year.
- (2) A Director may, and the managing agent, secretaries and treasurers manager or secretary on the requisition of a Director shall, at any time summon a meeting of the Board. Notice in writing of every meeting of the Board shall be given to every Director for the time being in India, and at his usual address in India to every other Director.

121. *Quorum*

The quorum for a meeting of the Board shall be one-third of its total strength (any fraction contained in that one-third being rounded off as one) or two Directors whichever is higher, provided that where at any time the number of interested Directors is equal to or exceeds two-thirds of total strength, the number of remaining Directors, that is to say the number of Directors who are not interested, present at the meeting being not less than two, shall be the quorum during such time. The total strength of the Board shall mean the number of Directors actually holding office as Directors on the date of the resolution or meeting, that is to say, the total strength of Board after deducting therefrom the number of Directors, if any, whose places are vacant at the time.

In the absence of quorum, unless decided otherwise by the Board, the meeting of the Board will automatically stand adjourned till the same day next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

122. *Questions how decided*

- (1) Save as otherwise expressly provided in the Act, a meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally and all questions arising at any meeting of the Board shall be decided by a majority of the Board.
- (2) In case of an equality of votes, the Chairman shall have second or casting vote in addition to his vote as Director.

123. *Right of continuing Directors when there is no quorum*

The continuing Directors may act notwithstanding any vacancy in the Board but if and so long as their number is reduced below three, the continuing Directors or

Director may act for the purpose of increasing the number of Directors to three or of summoning a general meeting of the Company but for no other purpose.

124. *Election of Chairman of Board*

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

125. *General powers of the Board*

Subject to the provisions of Section 291 and 293 of the Act and other applicable provisions, the Board of a Company shall be entitled to exercise all such powers, and do all such acts and things, as the Company is authorized to exercise and do. However, the Board shall not exercise any power or do any act of thing which is directed or required to be done, whether by this or any other legislation or prescribed by the Board, to be exercised or done by the Company in the general meeting. Further, in exercising any such powers or doing such act or thing, the Board shall be subject to the provisions contained in that behalf in this or any other legislation, or in the Articles or in any other regulations not inconsistent therewith and duly made thereunder, including regulations made by the Company in general meeting.

126. *Powers to be exercised by Board only by Meeting*

- (1) The Board of Directors shall exercise the following powers on behalf of the Company and the said powers shall be exercised only by resolution passed at the meeting of the Board:
  - (i) Power to make calls on shareholders in respect of moneys unpaid on their shares;
  - (ii) Power to issue Debentures;
  - (iii) Power to borrow money otherwise than on Debentures;
  - (iv) Power to invest the funds of the Company;
  - (v) Power to make loans.
- (2) The Board of Directors may by a meeting delegate to any committee or the Directors or to the Managing Director the powers specified in sub clauses (iii), (iv) and (v) above.
- (3) Every resolution delegating the power set out in sub clause (iii) above shall specify the total amount upto which moneys may be borrowed by the said delegate.



- (4) Every resolution delegating the power referred to in sub-clause (iv) above shall specify the total amount, upto which the fund may invested and the nature of the investments which may be made by the delegate.
- (5) Every resolution delegating the power referred to in sub-clause (v) above shall specify the total amount upto which the loans may be made by the delegate, the purposes for which the loans may be made and the maximum amount of loans which may be made for each such purpose in individual cases.

127. *Delegation of powers*

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

128. *Delegation of Powers*

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

129. *Election of Chairman of Committee*

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

130. *Election of Chairman of Committee*

- (1) If the chairman of the Board is a member of the Committee, he shall preside over all meetings of the Committee, if the Chairman is not a member thereof, the committee may elect a Chairman of its meeting. If no

such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting, the members present may choose one among themselves to be the Chairman of the Meeting.

- (2) The quorum of a committee may be fixed by the Board of Directors.

131. *Questions how determined*

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

132. *Validity of acts done by Board or a Committee*

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

133. *Resolution by Circulation*

Save as otherwise expressly provided in the Act, a resolution in writing circulated in draft together with the necessary papers, if any, to all the Directors or to all the members of the committee then in India, not being less in number than the quorum fixed of the meeting of the Board or the Committee, as the case may be and to all other Directors or members at their usual address in India and approved by such of the Directors as are then in India or by a majority of such of them as are entitled to vote at the resolution shall be valid and effectual as it had been a resolution duly passed at a meeting of the Board or committee duly convened and held.

134. *Nominee Directors*

In case the Company enters into any agreement with the Central Government or State Government or financial institution or with any institution for providing financial assistance by way of loan, subscription to Debentures, providing any guarantee or underwriting or subscription to shares of the Company, subject to the provisions of Section 255 of the Act, such agreement may contain a clause that such Government or financial institution or Institutions shall have the right to

appoint or nominate by notice in writing addressed to the Company one or more Directors on the Board of Directors of the Company till the period of satisfaction of debt and upon such conditions as may be mentioned in the agreement and such Director/s shall not be liable to retire by rotation.

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

135. Subject to the approval of the Central Government under Section 269 of the Act, or as per Schedule XIII of the Act the Company by ordinary resolution or special resolution and / or the Board may from time to time appoint one or more of the Directors to be Managing Directors, Executive Directors or whole-time Directors of the Company for a term not exceeding five years at a time and may from time to time and subject to provisions of any contract between him or them and the Company, remove or dismiss him or them from office and appoint another or others in his or their place of places.
136. Managing Directors, Executive Director or Whole-time Director shall not be liable to retirement by rotation as long as he holds office of Managing Director, Executive Director or whole time director of the Company.
137. If Managing, Executive Director or Whole-time Director ceases to hold office of Director, he shall, ipso fact and immediately, cease be a Managing Director, Executive Director or Whole-time Director as the case may be.
138. The Managing Directors/ Whole time Directors shall have subject to the supervision, control and discretion of the Board, the management of the whole business of the Company and of all its affairs. Subject to the provisions of the Act and in particular to the prohibitions and restrictions in Section 292 of the Act, the Board may, from time to time, entrust to and confer upon a Managing Director, Executive Director or Whole-time Director for the time being such of the powers exercisable under these presents by the Board as it may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions (if any) as it thinks expedient, and if may confer such powers, either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Board, in that behalf and may from time to time delegate, revoke, withdraw, alter or vary all or any of such powers.

#### **REMUNERATION OF DIRECTORS**

139. *Remuneration of Directors*
  - (1) Subject to the provisions of Section 198, 309, 269 and Schedule XIII of the Act, the Board of Directors may, on the recommendations of the Compensation Committee constituted by the Board, determine the remuneration payable to the Managing Director, the Executive Directors

or the Whole Time Directors as the case may be, in any manner they may deem fit. The remuneration may be in the form of a monthly salary or a commission based on profits or partly in one way and partly in another as the Board may deem fit.

- (2) The Directors may, in addition to the remuneration referred to in the preceding clause, provide the Managing Director, the Executive Directors or Whole Time Director as the case may be, such allowances, amenities, benefits and facilities as they may deem fit from time to time with such sanction as may be necessary.
- (3) The Managing Director, the Executive Directors or Whole Time Director as the case may be, shall be entitled to the reimbursed all his or their out-of-pocket expenses incurred by him or them in connection with the business of the Company.
- (4) Subject to the provisions of Section 309 of the Act, the Directors of the Company may be paid remuneration by way of commission at such percentage as they deem fit of the net profits of the Company computed in the manner referred to in Section 198(1) of the Act, to be shared and distributed amongst the Directors inter-se in such proportions or proportions as they deem fit.
- (5) The Directors for the time being of the Company may be paid a sitting fee as may be decided by the Board from time to time subject to the ceiling provided by the Act for every meeting of the Board or of a Committee of the Board attended by them in addition to all traveling expenses by rail, road or air as the case may be and such other allowances as the Board may decide from time to time in respect of halting and other expenses incurred by them in attending and returning from such meeting of the Board or of any Committee of the Board and also for other visits made by Director for the Company's business subject to the provisions of the Act.
- (6) If any Director shall be appointed to advise the Board as an expert or be called upon to perform extra services to make special exertion for any of the purposes of the Company, the Board may subject to and in accordance with the provisions of the Act and in particular Section 309, 310 and 314 of the Act, pay to such Director/s such special remuneration as they may think fit which remuneration may be in the form of salary and / or commission and / or percentage of profits and may either be in addition to or in substitution of the remuneration specified in the last preceding Article.
- (7) The remuneration of the Non Executive Directors and Independent Directors shall be fixed in compliance with the listing agreement.

## **CHARGES**

### 140. *Register of Charges*

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

### 141. *Subsequent assigns of uncalled capital*

Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same, subject to such prior charges and shall not be entitled to obtain priority over such prior charge.

### 142. *Charge in favour of Director for Indemnity*

If the Director or any person, shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security over or affecting the whole or part of the assets of the Company by way of indemnity to secure the Directors or other persons so becoming liable as aforesaid from any loss in respect of such liability.

## **MANAGER OR SECRETARY**

143. A Manager and / or Secretary may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Manager or Secretary so appointed may be removed by the Board.

144. A Director may be appointed as Manager or Secretary subject to Sections 314 and 383A of the Act.

## **COMMON SEAL**

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

146. The Board shall provide for the safe custody of the Seal.

147. The Seal shall not be affixed on any instrument except by the authority of resolution of the Board.

148. The Seal shall be affixed in presence of a Director, and the Company Secretary or

such other person(s) as the Board may authorise in this behalf, from time to time.

149. The Company can have an official seal abroad.

## **DIVIDENDS**

150. *Right to dividend*

- (1) The profits of the Company, subject to any special rights, relating thereto created or authorized to be created by these presents and subject to the provisions of the presents as to the reserve fund, shall be divisible among the members in proportion to the amount of capital paid up on the shares held by them respectively and the last day of the year of account in respect of which such Dividend is declared and in the case of interim Dividends on the close of the last day of the period in respect of which such interim Dividend is paid.
- (2) Where capital is paid in advance of calls, such capital shall not, confer a right to participate in the profits.

151. *Declaration of Dividends*

The Company in general meeting may declare Dividends but no Dividend shall exceed the amount recommended by the Board.

152. *Interim Dividends*

The Board may from time to time pay to the members such interim Dividends as appear to them to be justified by the profits of the Company.

153. *Dividends to be paid out of profits*

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

154. *Reserve Funds*

- (1) The Board may, before recommending any Dividends, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing Dividends and pending such application, may, at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time think fit.

- (2) The Board may also carry forward any profits when it may think prudent not to appropriate to reserves.

155. *Deduction of arrears*

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

156. *Adjustment of dividends against calls*

Any general meeting declaring a Dividend may make a call on the Members as such amount as the meeting fixed, but so that the call on each Member shall not exceed the Dividend payable to him and so that the call be made payable at the same time as the Dividend and the dividend may, if so arranged between the Company and the members be set off against the call.

157. *Receipt of joint holder*

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

158. *Notice of Dividends*

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

159. *Dividends not to bear interest*

No Dividends shall bear interest against the Company.

160. *Transfer of shares not to pass prior to Dividends*

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

161. *Unpaid or Unclaimed Dividend*

- (1) Where the Company has declared a Dividend but which has not been paid or claimed within 30 days from the date of declaration, the Company shall transfer the total amount of Dividend which remains unpaid or unclaimed within the said period of 30 days, to a special account to be opened by the Company in that behalf in any scheduled bank called "Intrasoft Unpaid Dividend Account".

- (2) Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the Fund known as Investors Education and Protection Fund established under Section 205C of the Act.
- (3) No unclaimed or unpaid dividend shall be forfeited by the Board.

## **CAPITALISATION OF PROFITS**

### 162. *Capitalisation of Profits*

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



163. *Power of Directors for declaration of bonus issue*

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

## ACCOUNTS

164. *Books of Account to be kept*

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

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

165. *Where Books of accounts to be kept*

The Books of Account shall be kept at the Registered Office or subject to the provisions of Section 209 of the Act, at such other place in India as the Directors think fit.

166. *Inspection by Members*

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

167. *Boards Report to be attached to Balance Sheet*

- (1) Every Balance Sheet laid before the Company in General Meeting shall have attached to it a report by the Board of Directors with respect to the state of the Company's affairs, the amounts if any, which it proposes to carry to any Reserves in such Balance Sheet; and the amount, if any which it recommends to be paid by way of dividend, material changes and commitments, if any, effecting the financial positions of the Company which have occurred between the end of the financial year of the Company to which the Balance Sheet related and the date of report.
- (2) The report shall, so far as it is material for the appreciation of the state of the Company's affairs by its members and will not in the Board's opinion be harmful to the business of the Company or any of its subsidiaries deal with any changes which have occurred during the financial year in the nature of the Company's business, or in the Company's subsidiaries or in nature of the business carried on by them and generally in the classes of business in which the Company has an interest.
- (3) The Boards Report shall also include a statement showing the name of every employee of the Company who was in receipt of such sum as remuneration as may be prescribed by the Act or the Central Government from time to time during the year to which the Report pertains.
- (4) The Board shall also give the fullest information and explanation in its report in cases falling under the proviso to Section 222 on every reservation, qualification or adverse remark contained in the auditors Report.
- (5) The Board shall have the right to charge any person being a Director with

a duty of seeing that the provisions of sub-clauses (1) to (3) of this Article are complied with.

## **AUDIT**

### 168. *Accounts to be audited*

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

- (1) The Company at the Annual General Meeting in each year shall appoint an Auditor or Auditors to hold office from the conclusion of that meeting until conclusion of the next Annual General Meeting and every Auditor so appointed shall be intimated of his appointment within seven days.
- (2) Where at an Annual General Meeting, no Auditors are appointed, the Central Government may appoint a person to fill the vacancy.
- (3) The Company shall within seven days of the Central Government's power under sub clause (2) becoming exercisable, give notice of that fact to the Government.
- (4) The Directors may fill any casual vacancy in the office of an Auditor but while any such vacancy continues, the remaining auditors (if any) may act. Where such a vacancy is caused by the resignation of an Auditor, the vacancy shall only be filled by the Company in General Meeting.
- (5) A person, other than a retiring Auditor, shall not be capable of being appointed at an Annual General Meeting unless special notice of a resolution of appointment of that person to the office of Auditor has been given by a member to the Company not less than fourteen days before the meeting in accordance with Section 190 and the Company shall send a copy of any such notice to the retiring Auditor and shall give notice thereof to the members in accordance with provisions of Section 190 and all the other provision of Section 225 shall apply in the matter. The provisions of this sub-clause shall also apply to a resolution that a retiring auditor shall not be re-appointed.
- (6) The persons qualified for appointment as Auditors shall be only those referred to in Section 226 of the Act.
- (7) None of the persons mentioned in Section 226 of the Act as are not qualified for appointment as auditors shall be appointed as Auditors of the Company.

169. *Audit of Branch Offices*

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

170. *Remuneration of Auditors*

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

171. *Service of document on the Company*

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

**SERVICE OF DOCUMENTS AND NOTICE**

172. *How -Document is to be served on members*

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

- (b) Unless the contrary is provided, such service shall be deemed to have been effected:
  - (i) In the case of a notice of a meeting, at the expiration of forty-eight hours the letter containing the notice is posted; and
  - (ii) In any other case, at the time at which the letter would be delivered in ordinary course of post.

173. *Members to notify address in India*

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

174. *Service on members having no registered address*

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

175. *Service on persons acquiring shares on death or insolvency of members*

A document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name or by the title or representatives of the deceased, assignees of the insolvent by any like description at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by serving the document in any manner in which the same might have been served as if the death or insolvency had not occurred.

176. *Persons entitled to notice of General Meetings*

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

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

177. *Notice by advertisement*

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

178. *Members bound by document given to previous holders*

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

179. 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**

180. *Authentication of documents and proceedings*

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

**WINDING UP**

181. *Application of assets*

Subject to the provisions of the Act as to preferential payment, the assets of the Company shall, on its winding up, be applied in satisfaction of its liabilities *pari passu* and, subject to such application shall be distributed among the members according to their rights and interests in the Company.

182. *Division of assets of the Company in specie among members*

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

to any of the said shares may within ten days after the passing of the special resolution by notice in writing, direct the liquidators to sell his proportion and pay them the net proceeds, and the liquidators shall, if practicable, act accordingly.

## **INDEMNITY AND RESPONSIBILITY**

### *183. Director's and others' right to indemnity*

- a) Subject to the provisions of the Act, the Managing Director and every Director, Manager, Secretary and other Officer or Employee of the Company shall be indemnified by the Company against any liability and it shall be the duty of Directors, to pay out of the funds of the Company, all costs and losses and expenses (including traveling expenses) which any such Director, Officer or Employee may incur or become liable to by reason of any contract entered into or act or deed done by him as such Managing Director, Director, Officer or Employee or in any way in the discharge of his duties.
- b) Subject as aforesaid the Managing Director and every Director, Manager, Secretary or other Officer or Employee of the Company shall be indemnified against any liability incurred by them or in defending any proceeding whether civil or criminal in which judgment is given in their or his favour or in which he is acquitted or discharged or in connection with any application under Section 633 of the Act in which relief is given to him by the Court.

### *184. Not responsible for acts of others*

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

with Register of Companies in respect of any act done or required to be done by any Director or other Officer by reason of his holding the said office, shall be paid and borne by the Company.

### **SECURITY CLAUSE**

185. *Secrecy*

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

186. *Duties of Officers to observe secrecy*

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

### **GENERAL AUTHORITY**

187. Wherever in the Act it has been provided that any company shall have any right, privilege or authority or that any company cannot carry out any transaction unless it is so authorised by its Articles, then and in that case this Article hereby authorizes and empowers this Company to have such right, privilege or authority and to carry out such transactions as have been permitted by the Act without there being any other specific Article in that behalf herein provided.

### **PART B**

188. These Articles have been adopted through the resolutions of the Board and the shareholders of the Company dated October 12, 2009 and October 15, 2009 respectively. In the event of an IPO (defined below), the provisions this Part B (Article 188 to Article 209, both inclusive) shall lapse upon the filing of the Red



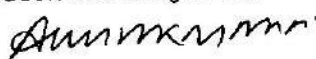
Herring Prospectus but shall stand re-instated if the IPO is abandoned or does not consummate within 12 months from the date of adoption of these Articles.

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

Signature, Names, Addresses, Father's Name, description and occupation of subscribers	Total number of Equity shares to be taken by each subscriber	Name, Address and description of witness
SHARAD KAJARIA S/o, Sri Om Prakash Kajaria 109A/1A, Biplabi Rash Behari Basu Road Calcutta – 700 001 (Business)	100 (one hundred)	Witness to all signatories NIRANJAN KR. AGARWAL S/o, Sri Om Prakash Agarwal 5, Clive Row, Calcutta – 700 001 Service
RAM SWAROOP KYAL S/o, Sri Shiv Bhagawan Kyal 5, Clive Row Calcutta – 700 001 (Chartered Accountant)	100 (one hundred)	
Total	200 (Two hundred)	

Calcutta, Dated 19<sup>th</sup> day of February, 1996

For IntraSoft Technologies Ltd.



Managing Director