

MEMORANDUM OF ASSOCIATION
OF
GE Power India Limited



सत्यमेव जयते
GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): L74140MH1992PLC068379

I hereby certify that the name of the company has been changed from ALSTOM INDIA LIMITED to GE POWER INDIA LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name ASEA BROWN BOVERI MANAGEMENT LIMITED.

Given under my hand at Mumbai this Fifth day of August two thousand sixteen.



SATYA PARKASH KUMAR
Registrar of Companies (STS)
Registrar of Companies
RoC - Mumbai

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

GE POWER INDIA LIMITED

INTERNATIONAL V FLOOR 16 MARINE LINES CROSS RD, CHURCHGATE, MUMBAI,
Maharashtra, India, 400020



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

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L74140MH1992PLC068379

मैसर्स ALSTOM PROJECTS INDIA LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
ALSTOM PROJECTS INDIA LIMITED

जो मूल रूप में दिनांक दो सितम्बर उन्नीस सौ बानवे को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
ASEA BROWN BOVERI MANAGEMENT LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि. 507 (अ) दिनांक 24.6.1985 एस्. आर. एन. B40503807 दिनांक 06/06/2012 के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
ALSTOM India Limited

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

यह प्रमाण-पत्र मुंबई में आज दिनांक छह जून दो हजार बारह को जारी किया जाता है।

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

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : L74140MH1992PLC068379

In the matter of M/s ALSTOM PROJECTS INDIA LIMITED

I hereby certify that ALSTOM PROJECTS INDIA LIMITED which was originally incorporated on Second day of September Nineteen Hundred Ninety Two under the Companies Act, 1956 (No. 1 of 1956) as ASEA BROWN BOVERI MANAGEMENT LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN B40503807 dated 06/06/2012 the name of the said company is this day changed to ALSTOM India Limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Mumbai this Sixth day of June Two Thousand Twelve.

Signature valid
Digitally signed by Registrar of Companies
Date: 2012.06.06 11:39:38
0007-06-20

Registrar of Companies, Maharashtra, Mumbai

कम्पनी रजिस्ट्रार, महाराष्ट्र, मुंबई

*Note: The corresponding form has been approved by SUDHAKAR TULASHIRAM BHOYE, Assistant Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

ALSTOM India Limited
INTERNATIONAL V FLOOR16 MARINE LINES CROSS RD, CHURCHGATE,
MUMBAI - 400020,
Maharashtra, INDIA



No. 11. 68379

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

*IN THE OFFICE OF THE REGISTRAR OF COMPANIES, MAHARASHTRA,
MUMBAI.*

In the matter of ALSTOM Power India Limited

I hereby approve and signify in writing under Section 21 of the Companies Act, 1956 (Act of 1956) read with the Government of India, Department of Company Affairs, Notification No. G.S.R. 507E dated the 24th June 1985 the change of name of the Company.

from ALSTOM Power India Limited

to ALSTOM Projects India Limited

and I hereby certify that ALSTOM Power India Limited

which was originally incorporated on 2nd day of SEPTEMBER 1992 under the Companies Act, 1956 and under the name ASEA BROWN BOVERI MANAGEMENT LIMITED having duly passed the necessary resolution in terms of section 21/22/(1) (a)/22(1) (b) of the Companies Act, 1956 the name of the said Company is this day changed to

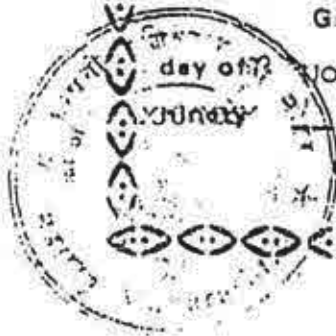
ALSTOM Projects India Limited and this certificate is issued pursuant to Section 23(1) of the said Act/

Given under my hand at MUMBAI this 11th

day of November 2002

~~XXXXXXXXXXXXXXXXXXXX~~

B. Chandra
(B. CHANDRA)
DY. Registrar of Companies
Maharashtra, Mumbai.



No. 11- 68379

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

**IN THE OFFICE OF THE REGISTRAR OF COMPANIES, MAHARASHTRA,
MUMBAI.**

In the matter of ABB ALSTOM POWER INDIA LIMITED

I hereby approve and signify in writing under Section 21 of the Companies Act, 1956 (Act of 1956) read with the Government of India, Department of Company Affairs, Notification No. G.S.R. 507E dated the 24th June 1985 the change of name of the Company.

from **ABB ALSTOM POWER INDIA LIMITED**

to **ALSTOM Power India Limited**

and I hereby certify that **ABB ALSTOM POWER INDIA LIMITED**

which was originally incorporated on **SECOND**
SEPTEMBER, 1992
day of **under the Companies Act, 1956** and under the name
ASEA BROWN BOVERI MANAGEMENT LIMITED having

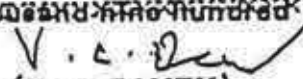
duly passed the necessary resolution in terms of section 21/~~22~~/~~XX~~
(a)/~~22~~(1)(b) of the Companies Act, 1956 the name of the said
Company is this day changed to **ALSTOM Power India**
Limited and this

certificate is issued pursuant to Section 23(1) of the said Act/

Given under my hand at **MUMBAI** this **FIFTH**

SEPTEMBER

SEVEN THOUSAND.


(**V. C. DAVEY**)
Dy. Registrar of Companies
Maharashtra, Mumbai.



No. 11-68379

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

*IN THE OFFICE OF THE REGISTRAR OF COMPANIES, MAHARASHTRA,
MUMBAI*

In the matter of ASEA BROWN BOVERI MANAGEMENT LIMITED

I hereby approve and signify in writing under Section 21 of the Companies Act, 1956 (Act of 1956) read with the Government of India, Department of Company Affairs, Notification No. G. S. R. 507E dated the 24th June 1985 the change of name of the Company.

from ASEA BROWN BOVERI MANAGEMENT LIMITED

to ABB ALSTOM POWER INDIA LIMITED

and I hereby certify that ASEA BROWN BOVERI MANAGEMENT LIMITED

which was originally incorporated on SECOND

day of SEPTEMBER, 1992 under the Companies Act,

1956 and under the name ASEA BROWN BOVERI MANAGEMENT LIMITED

_____ having duly passed the necessary resolution in terms of section 21 of the Companies Act, 1956 the name of the said Company is this day changed to ABB ALSTOM

POWER INDIA LIMITED and this

certificate is issued pursuant to Section 23(1) of the said Act/

Given under my hand at MUMBAI this

TWENTYNINTH day of NOVEMBER one thousand nine Hundred

ninety NINE



sd/-
(V. C. DAVEY)
Dy. Registrar of Companies
Maharashtra, Mumbai.

No. 11-68379

प्राख्य. आई. आर.
Form I. R.

निगमन का प्रमाण-पत्र
CERTIFICATE OF INCORPORATION

ता. _____ की. सं. _____
No. 11-68379 of Date 92

में एतद्वारा प्रमाणित करता हू कि आज _____

कम्पनी अधिनियम 1956 (1956 का सं. 1) के अधीन नियमित की गई है और वह कम्पनी
परिसीमित है।

I hereby certify that ASEA BROWN BOVERI MANAGEMENT LIMITED

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

मेरे हस्ताक्षर से आज तारीख _____ को दिया गया।

Given under my hand at BOMBAY this SECOND
day of SEPTEMBER one thousand nine hundred and
NINETY TWO



sd/-
(S. R. V. V. SATYANARAYANA)
कम्पनियों का रजिस्ट्रार
ASSTT. Registrar of Companies

No. 11-68379

कारबार प्रारम्भ करने के लिए प्रमाण - पत्र
Certificate For Commencement of Business

कम्पनी अधिनियम, 1956 की धारा 149 (3) के अनुसरण में
Pursuant of Section 149 (3) of the Companies Act, 1956.

मैं एतद्वारा प्रमाणित करता हूँ कि _____

जो कम्पनी अधिनियम, 1956 के अधीन तारीख _____ को नियमित की गई थी और जिसने आज विहित प्ररूप में सम्यक रूप से सत्यापित घोषणा फाइल कर दी है कि उक्त अधिनियम की धारा 149 (1) (क) से लेकर (घ) तक / 149(2) (क) से लेकर (ग) तक की शर्तों का अनुपालन किया गया है, कारबार प्रारम्भ करने की हकदार है।

I, hereby Certify that the ASEA BROWN BOVERI MANAGEMENT LIMITED

Which was incorporated under the Companies Act, 1956, on the
SECOND day of SEPTEMBER 19 92 and which has this day
filed a duly verified declaration in this prescribed form that the conditions of Section
149 (1) (a) to (d) / 149 (2) (a) to (c) of the said Act, have been complied with is
entitled to commence business.

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

Given under my hand at BOMBAY
this TWELFTH day of OCTOBER one thousand nine
hundred and NINETY TWO



sd/-
(B. L. PANIGAR)
Addl. कम्पनियों का रजिस्ट्रार
Registrar of Companies

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MEMORANDUM OF ASSOCIATION

OF

GE Power India Limited

1. The former name of the Company was “ASEA BROWN BOVERI MANAGEMENT LIMITED”, which was changed to “ABB ALSTOM Power India Limited” on 29th November 1999, which was further changed to “ALSTOM Power India Limited” on 5th September 2000, which was further changed to “ALSTOM Projects India Limited” on 11th November, 2002, which was further changed to “ALSTOM India Limited” on w.e.f. 06 June 2012, which is now GE Power India Limited w.e.f. 05 August 2016.
2. The Registered Office of the Company will be situated in the State of Maharashtra.
3. The objects for which the Company is established are :

A) MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION :

1 To carry on the business of Management Advisers and Consultants on all matters and problems relating to the administration, organisation, management, commencement or expansion of industry and business, production, purchase, sales, marketing, advertisement, publicity, personnel, export and import, human resources development to various industries and industrial concerns, firms, societies, corporation, government, public and local authorities, trusts, scientific research and development centres and any other commercial or non-commercial undertakings in India and abroad.

(1A) To manufacture, buy, sell, exchange, alter, improve, service, erect and commission, manipulate, prepare for market, import or export or otherwise deal in all kinds of power plants and power generation equipment including but not restricting to steam turbine, gas turbine, hydro turbine, generators, condensers, exchangers and power plant auxiliaries, steam generators and steam generator systems and all relating to power generation or generation of electricity business in India and abroad.

(1B) To carry on the business of electric engineers, hydraulic engineers, power plant engineers and all and every work connected with the same and carry on the business of electrical, mechanical and consulting engineers, supplier of electricity for the purpose of light, heat, motive power or otherwise, manufacturers of and dealers in machinery, apparatus, instruments and things required for or capable of being used in connection with generation of electricity in India and abroad.

(1C) To design, engineer, manufacture, produce, install, market, erect, sell, operate, lease, license, buy, import, export, overhaul, maintain, distribute, commission, supervise, trade in and deal with:

- a) railway transport equipment, and
- b) all services in connection with (a) above, and
- c) turnkey or otherwise projects for railway transport equipment

and to engage in any activities which for technical industrial or commercial reasons be directly or indirectly appurtenant to foregoing or contribute to the development thereof.

(1D) To design, engineer, manufacture, produce, install, market, erect, sell, operate, lease, license, buy, import, export, overhaul, maintain, distribute, commission, supervise, trade in and deal with, in general, all manner of services and products regarding transport equipment.

(1E) To engineer, set up, build, purchase, lease, establish and operate manufacturing plants, factories and facilities, processing plants, marketing and distributing and operating systems and to import, export, buy, sell, market, trade in and deal with plant, machinery, equipment, materials necessary to set up, build, purchase, service, maintain and establish the above for the objects set out in clauses (1C) and (1D) herein above.

(1F) To carry out any and all activities of research and development of or relating to transportation equipment and related development.

(1G) To carry on all or any of the trades or business of electrical, electronic, mechanical, civil, hydraulic, nuclear, constructional and general engineers and every branch thereof and contractors for the design, manufacture and supply of equipment, apparatus and systems of every kind in connection therewith; and for the erection, construction, repair and maintenance of buildings, premises, plant, machinery and public or private works of all kinds, in particular in the field of industrial, oil and tertiary sectors and in connection with generation, transmission, distribution, control, supply, accumulation and employment of electricity and energy of every kind.

(1H) To design, develop, fabricate, manufacture, assemble, export, import, install, service, maintain, repair, lease, licence, market, buy, sell, distribute, trade in and deal with either as principal or as agent, and to act as consultants and render services in connection with all kinds of telecommunication equipments, including terminal 3 equipments, exchange equipments, data processing, electronic, mechanical transmission, terminal

and equipments, microwave, radio wave and satellite products and system industries, telephone instruments, switching exchanges, transmission lines, and equipments and all components, accessories, spare parts, kits and subassemblies thereof and to engage any activity which may for technical, industrial or commercial reasons, directly or indirectly be appurtenant to the foregoing or contribute to development thereof.

- (1I) To carry on business as manufacturers of water-tube steam boilers and machinery of every or any description, and generally the business of engineers and manufactures of machinery of every description, and to buy, sell, manufacture, manipulate and deal in ores, metals, ironstone, and materials and apparatus of all kinds which can conveniently be dealt in by the Company in connection with any of its objects and to purchase, apply for or otherwise acquire, in India and elsewhere letters, patent or patent rights, and licenses and to purchase or otherwise acquire, use and register trade marks to carry on the business, whether manufacturing or otherwise, which can be conveniently carried on in connection with any of the Company's objects, or which may seem calculated directly or indirectly to enhance the value of, or render profitable, any of the Company's property or rights for the time being or which it may be deemed advantageous to the Company to obtain or acquire.
- (1J) To crush, win, get, quarry, smelt, refine, manufacture, grow, produce, treat and prepare for market and deal in ores, metals, chemicals, mineral, vegetable and animal substances and oils, timber, fabrics, yarns, fibres, cellulose of all kinds, and their respective derivatives and by-products and all machinery, tools and apparatus used in connection therewith and to carry on any business relating to the connection therewith and to carry on any business relating to the winning, production, treatment, working or use thereof and the preparation thereof for market, and to carry on business as engineers, iron masters, iron founders, patent fuel manufacturers, steel makers, steel workers, brass founders, colliery proprietors, coke manufacturers, miners, smelters, tin plate makers, brick makers, farmers, distillers, die-makers, metallurgists, chemists, gas products and suppliers of petrol, oil, spirit and other motive power, and to make, purchase, hire, let out and sell railway and other plant, fittings, machinery, rolling stock, stock-in-trade or any portions or parts of such articles or things.

B) OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:

- 2 To act as service organisation or bureau for providing advice, assistance, supervision and services in various, fields-general administration, commercial, financial, legal, economic, labour, industrial,, public relations, scientific, technical, direct and indirect taxation and levies, statistical, accountancy, quality control, data processing, costing,

preparation of revenue and capital budgets, deployment of funds, capital rationalisation, long term planning of acquisitions and utilisation of resources, renewal, expansion and diversification, procuring bank and Institutional finance including cash credit and overdraft facilities, subscription of debentures and bonds, assessing the needs for short and long term credit facilities and raising of resources, formulation of internal control procedure for maintenance and preservation of all assets and prevention of fraud and wastage formulation of underlying systems including financial, operational and cost accounting systems, formulation of long term financial policies and control of their execution and also to advise and assist in fiscal and revenue matters in connection with the main objects mentioned above.

- 3 To undertake and conduct the management, supervision and control of business or transaction connected with or incidental to the main objects of the Company including the taking over of the management of accounts receivable and billing functions thereof.
- 4 To remodel, renovate, repair, convert, alter, clean, manipulate and prepare for resale and resell any goods from time to time belonging to the Company.
- 5 To improve, manage, develop, grant rights or privileges in respect of, or otherwise deal with any of the property and rights of the Company.
- 6 To amalgamate, enter into any partnership or into 'any arrangement for sharing profits or into any union of interests, joint ventures, reciprocal concession or cooperation with any individual, firm, association of persons, body of persons, body of individuals or company carrying on or engaged in or about to carry on or engage in or being authorised to carry on or engage in any business or transaction which the Company is authorised to carry on.
- 7 To purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, building, structure and to turn the same into account, develop the same and dispose of or maintain the same.
- 8 To acquire and undertake on such terms and conditions as may be thought fit the whole or any part of the business, properties and liabilities of any person, firm, corporation or company.
- 9 To enter into foreign and local collaboration in connection with the main business of the Company.
- 10 To acquire or hire goods, materials or computers from time, to time and to manufacture and deal in all such stock-in-trade goods, chattels and effects as may be necessary or convenient for any business for time being carried on by the Company.

- 11 To pay the costs, charges and expenses preliminary and incidental to the formation, establishment and registration of the Company and to remunerate any individual, firm or company for services rendered or to be rendered in taking or subscribing, procuring or assisting to procure, to take or subscribe or in placing or assisting to place any shares, debentures, debenture-stock or other securities of the Company or the conduct of its business either in cash or by allotment of fully or partly paid up shares by a call or option on shares, debenture-stock or securities of this or any other company or in any other manner, whether out of Company's capital or profits or otherwise.
- 12 To procure the Company to be registered or recognised in any part of the world.
- 13 To pay of the Company or any company in which the Company is or may contemplate being interested including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company.
- 14 To establish agencies or branches for sales, purchases and distribution or for any purpose or business of the Company, regulate their working and also discontinue the same and to undertake the management of companies having objects in part similar to those of the Company and to take all necessary steps for registering the Company as may be thought fit.
- 15 To negotiate, enter into agreements and contracts with foreign companies, firms and individuals for technical assistance, knowhow and collaboration in the manufacturing, marketing, service knowhow, buying and collaboration in the manufacturing, marketing, service knowhow, buying and selling of franchise, rights, importing and exporting of raw materials and services, any or all of the aforesaid products and to pay to such company, firm or individual any fee, royalty, shares, bonus shares, remuneration and otherwise recompensate them in any other manner for the services rendered by them.
- 16 To make, draw, accept, endorse, discount, negotiate, exercise, execute and issue cheques, promissory notes, bills of lading, letters of credit, coupons, dock-warrant, delivery orders, railway receipts, debentures and other negotiable or transferable instruments or securities and to open current, overdraft, loan, cash credit or deposit account or accounts with any bank, individual, firm or company and operate the, same.
- 17 To employ experts to investigate and examine into the conditions, prospects, value character and circumstances of any business concerns and undertaking and generally of any assets, properties or rights.
- 18 To adopt any such means of making known the business of the Company as may seem expedient and in particular by advertising in the press, souvenirs, radio, television, by circulars, hand bills, posters, by purchase and exhibition of works of art or interest by

publications of books and periodicals and by granting prizes, rewards and donations (including donations to any fund or public charitable purposes).

- 19 To purchase or by any other means acquire and protect, prolong and renew any patents, rights, brevets, inventions, secret process, methods, formulates, licences, protections trade marks and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to manufacture or grant licences or privileges in respect of the same and to spend money in experimenting upon the testing and improving or seeking or improve any of them which the Company may acquire or propose to acquire.
- 20 To insure the whole or any part of the property of the Company either fully or partially, to protect and indemnify the Company from liability or loss in respect either fully or partially and also to insure and to protect and indemnify any part, or portion thereof either, on mutual principle or otherwise.
- 21 To appropriate, use or layout land belonging to the Company for streets, parks, pleasure grounds, play grounds, and other conveniences and to present any such land so laid out to the public or to any individual, firm, association of persons, body of individuals, clubs, company or any other organisation or institution conditionally or unconditionally as the Company may think fit.
- 22 To establish and maintain agencies, branch places and local registers and to procure registration or recognition of the companies and to carry on business in or any part of the world and to take such steps as may be necessary to give the Company, such rights and privileges in any part of the world as are possessed by local companies or partners or as may be thought desirable.
- 23 To exercise all or any of its corporate powers, rights and privileges and to conduct its business in all or any of its branches in the Union of India and in any or all states, territories, possession, colonies and dependencies thereof and in any or all foreign countries and for this purpose to have and maintain and to discontinue such number of offices and agencies therein as may be convenient.
- 24 To create any depreciation fund, reserve fund, sinking fund, insurance fund or any special or other fund whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for redemption of debentures or redeemable preference shares of or any other purpose whatsoever conducive to the interest of the Company.
- 25 To guarantee the repayment of the principal of or the payment of dividends or interest or any stocks, shares, debentures, debenture-stock, bonds, obligations and securities of

all kinds issued by or any other contracts or obligations or debt of any other company, corporation, firm or individual including (without prejudice to the said generality) bank overdrafts, bills of exchange and promissory notes.

- 26 To appoint Directors or Managers of any subsidiary company or of any other Company in which the company is or may be interested.
- 27 To provide the welfare of the Directors, Ex-Directors, employees or ex-employees of the Company or its predecessors, in business and the wives and families or the dependents or connections of such persons by building or contributing to the building or houses, dwellings or quarters or by grants of money, pensions, gratuities, allowances, bonuses, awards, profits-sharing or other schemes or trusts and by providing or subscribing or contributing towards, places of instructions and recreations, hospitals and dispensaries, medical and other attendances and other assistances as the Company may think fit.
- 28 To enter into any arrangements with employees for profit sharing and giving them rights or interest in the business and assets of the Company either by issue of shares to them or to appoint trustees for them or otherwise and if thought fit to include participation in the control and management of the Company's business either by conferring the right to nominate one or more Directors with or without special power or otherwise.
- 29 To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's Capital or any debenture-stock or other securities of the Company or in or about the formation or promotion of the company or the conduct of its business.
- 30 To aid, pecuniarily or otherwise, any association or movements having for an objects the solution, settlement or surmounting of industrial or labour problems or troubles or promotion of industry or trade.
- 31 To take or concur in taking steps and proceedings as may seem best calculated to uphold and support the credit of the Company and to obtain and justify the public confidence and to avert or minimise financial disturbances which might affect the Company.
- 32 To dedicate, present or otherwise dispose off either voluntarily or for value, any property of the company deemed to be of national, public or local interest to any national trust, public body, museum, corporation or authority or any trust or on behalf of any of the same or for the public.
- 33 To sell or dispose of the undertaking of the Company or any part thereof for such

consideration as the Company may think fit and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of the Company.

- 34 To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company subject to the provisions of the Companies Act, 1956 in the event of winding up.
- 35 To borrow or raise money or secure the payment of moneys in such manner as the Company may think fit and in particular by mortgage, legal or equitable or by the issue of bonds, perpetual or otherwise including debentures or debenture stock convertible into shares of the Company or perpetual annuities or otherwise charged upon all or any of the Company's properties, both present and future, including its uncalled capital and to purchase, redeem or pay off such securities, subject to RBI Regulations and provisions of Section 58A of Companies Act, 1956.
- 36 To receive moneys on deposit from members and others for such periods as may be considered advisable and to pay interest on moneys so received at such rate as may be deemed expedient provided the Company will not carry on the business of banking as defined in the Banking Regulation Act, 1949 and subject to RBI Regulations and provisions of Section 58A of Companies Act, 1956.
- 37 To lend and advance money or give credit to such persons or companies and on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to guarantee the performance of any contract or obligations and the payment of money of or any such persons or companies and generally to give guarantees and indemnities.
- 38 To apply for, promote, obtain any act, charter, privilege, concession, licence, authorisation of any Government, State or Municipality, provisional order or licence of any authority for enabling the Company to carry any of its objects into effect, or for extending any of the powers of the Company, or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the Company's interests.
- 39 To amalgamate with any company or companies having objects altogether or in similar to those of the Company.
- 40 To accept gifts, bequests, devises or donations of any movable or immovable property or any rights or interest therein from members or others and to make gifts to members or others of money, assets and properties of any kind.

- 41 To take part in the management, supervision and control of the business operations of the Company, or any company or undertaking and for this purpose to appoint and remunerate any directors, trustees, accountants, employees, servants, other experts or agents.
- 42 To pay for properties or rights or privileges acquired by the Company either in shares of the Company or partly in cash or otherwise.
- 43 To undertake and execute any trusts the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
- 44 To carry out in any part of the world all or any part of the foregoing objects as principals, agents, licensors, users of the franchise, trustees, contractors, subcontractors or otherwise, either alone or in conjunction with any other person, firm, association, corporate body, municipality, province, state, government or colony or dependency thereof.
- 45 To refer or agree to refer any claims, demand, dispute or any other question by or against the Company, or in which the Company is interested or concerned, and whether between the Company and member or members or his or their representatives or between the Company and third parties, to arbitration in India or at any place outside India and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
- 46 To invest and deal with the moneys or surplus funds of the Company in any investments, movable or immovable, in such manner as may from time to time be expedient and determined.
- 47 To acquire, by purchase, lease, exchange, hire or otherwise hold, manage, work, develop the resources of and turn to account any estates, lands, buildings, tenements and other property of every description, whether of freehold including lease hold or their tenure and wheresoever situate and any interests therein and rights connected therewith and in particular to acquire or take over certain estates situated in India or elsewhere and all or any parts thereon and other assets used in connection therewith.
- 48 To acquire, take up or otherwise hold shares, stocks, debentures, debenture-stock, bonds, obligations or securities issued or guaranteed by any company constituted or carrying on business in India or elsewhere and debenture, debenture-stock bonds, obligations and securities issued or guaranteed by government, municipality, public body or other local authorities and any such shares, stocks, debentures, debenture stock, bonds, obligations or securities and to acquire by original subscription, tender, purchase, exchange otherwise and to subscribe for the same either conditionally or

otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof and to sell or otherwise dispose of any such shares, stocks, debentures, debenture-stock, bonds, obligations or securities.

- 49 To issue, debentures, debenture-stock, bonds, obligations and securities of all kinds and to frame, constitute and secure the same as may seem expedient, with full powers to make the same transferable by delivery or by instruments or transfer or otherwise and either perpetual or terminable and or either redeemable otherwise and to charge or secure the same by trust deed or otherwise on the undertaking of the Company or upon any specific property and rights, present and future of the Company (including, if thought fit, Uncalled Capital) or otherwise howsoever.

C) THE OTHER OBJECTS :

- 50 To carry on the business of manufacturing, buying, selling, reselling, hiring, warehousing, exchanging, altering, importing, exporting, improving, assembling or distributing and dealing in engineering goods including machine tools and components thereof, motor vehicles, packages and component parts thereof, tracks, tractors, chassis, motors, motorcycles, cycles, buses, lorries, minibuses, engines, locomotives, turbines, tanks, ships, boat, barges, launches, hovercrafts, aeroplanes, helicopters, airships, seaplanes, balloons and aircraft of every description and other vehicle and component or other vehicle replacement parts, tools, implements, spare parts, accessories, materials and products for the transport or conveyance of passengers, merchandise, and goods of every description, whether propelled or assisted by electricity, steam, oil, vapour, gas, petroleum or any other motive or mechanical power in India or elsewhere, and of engines, chassis, bodies and other things used for in or in connection with motor and other conveyances.
- 51 To carry on the business of, manufacturing, designing, fabricating, grinding, buying, selling, importing, exporting, exchanging, altering, remodeling, improving, calibrating and manipulating all kinds, types and varieties of electrical, electronic, and/or mechanical industrial and automotive plants, machineries, machine tools and engines, and all types, kinds and varieties of apparatus, appliances, tools, jigs, fixtures, accessories, components, articles and things necessary or convenient for running such plants, machineries, machine tools and engines.
- 52 To carry on all or any of the business of constructing buildings, roads, bridges, dams, ports and working as builders and contractors, architects, decorators and manufacturers and processors of and dealers in all kinds of building materials including bricks, tiles, marbles, hardware, cement, sanitary goods, road making materials and of acting as estate agents, brokers, managers of estates and properties and of acquiring premises on lease and giving them on sublease.

- 53 To carry on all or any of the business of cultivating, producing and dealing in agricultural products including food-grains, cash crops, oil seeds, fruits, wines, vegetables, flowers, tea, coffee, cinchona, cotton, rubber and the business of dairy farming, including making of condensed and powdered milk, cream, cheese, butter and other milk products, and the business of poultry farming, live stock breeding and processing and canning of food articles, spices, fruits and vegetables and of cultivating and exploiting forests and utilising forest products.
- 54 To carry on all or any of the business of prospecting, exploring, opening and working mines, drill and sink shafts or wells and to pump, refine, raise, dig and quarry for oil, petroleum, gold, silver, diamonds, precious stones, coal, earth, limestone, iron, aluminium, titanium, vanadium, mica, apalite, chrome, copper, gypsum, lead, manganese, molybdenum, nickel, platinum, uranium, rutile, sulphur, tin, zinc, zircon, bauxite and tungsten and other ores and minerals.
- 55 To carry on all or any of the business of engineers, founders, smelters, fabricators, smiths, metal workers, metallurgists, electric and chromium, platers, polishers, painters, tin smiths, lock smiths, iron mongers, alloy makers, and machinists and manufacturers of and dealers in machinery, tools, instruments and equipments of all kinds used in mining, refining, manufacturing and processing of ores, minerals, goods and materials.
- 56 To buy, sell, manufacture, assemble, repair, alter, improve, exchange manipulate let out on hire, import, export, prepare for market and otherwise deal in all kinds of heavy, light, small and medium scale industries, factories, plants, works, machineries, mechanics and pneumatic tools, utensils, appliances, accessories, equipments, parts, apparatus, products, materials, substances and articles.
- 57 To carry on any business relating to the production and working of metals, and the production, manufacture and preparation of any materials.
- 58 To carry on in India or elsewhere, all or any of the businesses of mechanical engineers, electrical engineers, metallurgical engineers, designers, consulting engineers and contractors and to carry on all or any of the business of tool makers, iron founders, brass founders, metal workers and mechanics.
- 59 To carry on all or any of the business of importers, exporters, and manufacturers of or dealers in cold die castings, gears, pinions, arbors, nuts, bolts and screws, automatic machineable materials, plating of all types, anodising, oxidising sheet, dies, tools, jigs, fixtures; gauges, machinery, turning, fittings, designing, heat treating, painting ink manufacture and penssyphon capillary and locking and other fastening devices, filtration, hand tools, electronic and mechanical instruments.

- 60 To manufacture, fabricate, assemble, buy, sell and otherwise deal in industrial and production machinery and equipment and tools required for, any kind of industry, engineering, textiles, chemicals, plastics, pharmaceutical, paper, pulp, boards, wood, sugar, ceramics, glass refractories, building materials, engineering stores and hardware, air control, machine, tools, heavy and light machine building, steel and meal producing and other kinds of industries.
- 61 To canyon, the business of importers, exporters and manufacturers of and dealers in all classes of engineering tools, electrical transformers, cables, motors and other electrical goods, accessories and fittings, control instrumentation, checking instruments, laboratory machines, engineering, testing and other allied machinery.
- 62 To carry on the business of electricians, electrical engineers and manufacturers of electrical machinery and electrical apparatus and fittings, for any purpose whatsoever and to manufacture, sell, apply and deal in accumulators, lamps, meters, engines, dynamos, lamp shades, globes, bells, iron, stoves, heaters, batteries, dry cells, telephonic or telegraphic apparatus of any kind and manufacturers of and dealers in scientific and measuring instruments.
- 63 To manufacture, import, export and deal in bottles, syphons and corks.
- 64 To manufacture, import, export and deal in stoppers, capsules, closures and labels.
- 65 To carry on the business of a water works company in all its branches, and to drain rivers, sink wells and shafts and to make, build and construct; lay down and maintain dams, reservoirs, water works, cisterns, culverts, filter beds, mains and other pipes and appliances and to execute and do all other acts and things necessary or convenient for obtaining, scouring, selling, delivering, measuring, distributing, storing and dealing in water.
- 66 To carry on the trades or business of manufacturers of and dealers in explosives, ammunition, fireworks and other explosive products and accessories of all kinds and of whatsoever composition and whether for military, sporting, mining or industrial purposes or for pyrotechnical display or for any other purpose.
- 67 To carry on the business of manufacturers and producers, importers, exporters and dealers in fats, fertilizers, dips, sprays, vernifuges, fungicide, medicines and remedies of all kinds for agricultural, fruit growing or other purposes or as remedies for men or animals and whether produced from vegetable or animal matter or by any chemical process.

- 68 To search for, get, work, raise, make merchantable, sell and deal in iron, coal, iron stone, brick-earth, bricks and other metals, minerals and substances and to manufacture and sell patent fuel.
- 69 To carry on the business of miner, metallurgist, builders and contractors, engineers, farmers, graziers, ship owners, shipbuilders, stevedores, merchants, importers and exporters and to buy, sell and deal in property of all kinds.
- 70 To work mines or quarries and to prospect for, search for, win, get, rush, smelt, calcine, concentrate, refine, dress, amalgamate, manipulate, prepare for market or otherwise, exploit, import, export or deal in metals and metallic and non-metallic minerals of all kinds, precious and other stones and to carry out all kinds of mining and metallurgical operations and to carry on the business of manufacturing metals and metallic alloys including special alloys of all kinds and to manufacture galvanized and plated and clad iron and steels as well as other metals of all kinds.
- 71 To carry on the business of producers as well as refiners of all kinds of metals and liquids including all precious metals and as manufacturers, importers, exporters of and dealers in sheets, circles, rods, electrodes and wires of all metals and oils and other liquids and also as manufacturers of and solders of all kinds including silver solders.
- 72 To purchase, take on lease or exchange, hire or otherwise, acquire real and personal property of all kinds and in particular land, oil wells, refineries, mines, mining rights, minerals, ores, buildings, machinery, plant, stores, licences, concessions, easements and other rights and privileges.
73. To carry on business as timber merchants, saw mill proprietors, and timber brokers and to buy, sell, grow, prepare for market, manipulate, import, export and deal in timber and wood of all kinds in manufacture of which timber or wood is used such as furniture items and to buy, clear, plant and work timber estates.
- 74 To cultivate, grow, produce or deal in vegetable products and to undertake and to carry on all or any of the business of farmers, poultry, breeders, dairymen, milk contractors, dairy farmers, milkers, surveyors and vendors of milk, cream, cheese, butter, poultry and provisions of all kinds, growers of and dealers in corn, hay and straw, seedsmen and nurserymen and to buy, sell and trade in any goods usually traded in any of the above business.
- 75 To manufacture and deal in all kinds of dissolved celluloses including rayon or artificial silk, nitrocellulose, cellophane, films, plastics, cellulose derivatives and cellulose products and by-products.

- 76 To carry on business of manufacturers of and dealers in chemical, raw material and stores of any nature and kind whatsoever and as chemists, druggists, analytical or pharmaceutical, chemists, importers, exporters and manufacturers of and dealers in heavy chemicals, alkalis, acids, drugs, tarrins, essences, pharmaceutical, sizing, medical, chemical, industrial and other preparations and articles of any nature and kind whatsoever, mineral and other waters, soaps, cements, oils, fats, paints, varnishes, compounds, drugs, dyestuffs, organic or mineral intermediates, paints and colour grinders, makers of and dealers in proprietary articles of all kinds, of electrical, chemical, photographic, surgical, and scientific research control instruments, equipments, appliances, apparatus and materials and to manufacture, refine import, export, manipulate and deal in salts and marine minerals, and their derivatives, by-products and compounds of any nature and kind whatsoever.
- 77 To carry on the business of manufacturers of and dealers in air conditioning apparatus and refrigerating and appliances in all or any of their details, branches and processes.
- 78 To carry on business as manufacturers and makers of and dealers in metal, wood, enamel, aluminium, alloys and any other products, substances, articles and things of every description and kind and to carry on and conduct workshop and foundries of iron, brass and other metals, wood and any other substances and to buy, sell, export, import, manipulate and deal, both wholesale and retail in products, commodities, goods, articles and things of all kinds whatsoever.
- 79 To carry on all or any of the business as merchants, traders, commission agents, buying agents, selling brokers, adatis, buyers, sellers, importers, exporters, dealers in collectors, insurers, manufacturers of or in any other capacity and to import, export, buying, sell, barter, exchange, pledge, mortgage, advance upon or otherwise trade and deal in machinery, equipments, components, spare parts, raw materials, stores, accessories, goods, produce, articles and merchandise of any kind whatsoever and without prejudice to the generality of the foregoing, agricultural commodities, foodgrains, cash crops, plantations, cotton, tea, jute, coffee, fruits, sugar, spices, vegetable, flowers, milk products, meat, fish, seeds, raw materials required by industries, semi-finished products of industries and finished products of industries, including machinery, equipments, chemicals, Intermediates, electrical goods, textiles, yarns, garments furniture, minerals, ores and oils as whole-salers, retailers or on commission basis.
- 80 To carry on the business in shares, stocks, debentures, debenture-stock, bonds, obligations, units, securities and other investments.
- 81 To carry on all or any of the business of running hotels, restaurants, lodging, house, milk and snack bars, canteens, laundries, libraries, swimming pools, night clubs, clubs, hair

dressing and beauty saloons, discotheques, concert and dancing halls, sports, skating halls, boating and padding pools, cinemas, (theatres, studios, radio and television stations, exhibition halls, amusement centres, gymnasiums, circuses, racecourses, massage houses, wine and beer shops, department stores, hospitals, clinics, nursing homes, maternity and family planning units, pathological laboratories, optician shops, schools, colleges and training institutions, garage and service stations, repair shops, petrol pumps, safe deposit vaults, ware houses, godowns, car parks, hangers and bowling alleys.

- 82 To carry on all or any of the business and professions of providing services of all types including technical, administrative, marketing, secretarial and other office services and providing services of technicians, scientists, artists, administrators, salesmen, economist, accountants, tax experts and of acting as recruitment agents, advertising agents, organisers of conferences and seminars, auctioneers, trustees, executors, administrators, attorneys, nominees, receivers and agents (and to exercise the power of custodians, trustees and trust corporations) and working as professional consultants, on technical, financial, management, productivity, taxation, employment, investment, marketing, banking and economic problems and matters.
- 83 To, carry on all or any of the business of procuring, developing and supplying technical know-how, patents, inventions, drawings, designs and other scientific formulas and processes for the manufacture or processing of goods and materials and for the installation or erection by machinery or plant for such manufacturing and processing and for the working of mines, oil wells and other services of minerals and deposits and for search and discovery and testing of mineral deposits and of rendering services in connection with the provisions of such technical know-how.
- 84 To carry on, or be interested in the business of building, running or otherwise maintaining guest, houses, hotels, lodging and boarding houses, restaurants, provisions stores, canteens, inns, taverns, residential places and to make, sell, purchase, export, import or otherwise deal in cooked, uncooked, green dehydrated, tinned, canned or packed vegetables, fruits, salads, sweets, tea, coffee and all other hot or cold alcoholic or non alcoholic beverages, aerated waters, cold drinks, juices, syrups, spices, milk or milk-products and all other food-stuffs, food-products and dry fruits.
- 85 To carry on business as manufacturer of and dealers in and importers, and exporters of all kinds of packaging, containers and other articles, including drums, barrels, tins, tubes of all sizes and shapes wholly or partially of aluminium, steel, galvanized sheets, fibre, plastic or any other metals or material.
- 86 To carry on business of manufacturers of and dealers in and importers and exporters of packaging products, boxes of all kinds made of paper and boards of all kinds and articles made from paper, board or pulp and materials used in the manufacture or

treatment of paper including cardboard, railway and other tickets, mill boards, paper boards, paper and cardboard boxes, wall and ceiling paper, toilet rolls and tapes, containers, bags, porches, envelopes, shdets, rolls, industrial and all kinds of paper products such as cups, dishes, straws, artistic articles etc and all allied articles in all its branches, and to transact and to do all matters and things incidental thereto or which may at any time hereafter be useful in connection with the trade or business of manufacturing products made of paper and board, treated by chemicals or any other process for all purposes.

- 87 To undertake, carry out, promote and sponsor rural development including any program for promoting the social, economic welfare of or the uplift of the public or any rural and to incur any expenditure on any program of rural development; to assist execution and promotion thereof either directly or through an independent agency or in any other manner. Without prejudice to the generality of the foregoing, "program of rural development" shall also include any program or promoting the social and economic welfare of or the uplift of the public in any rural area likely to promote and assist rural development, and that the words, "rural area" shall include such areas as may be regarded as rural area under Section 35CC of the Income Tax Act, 1861, or any other law relating to rural development for the time being in force or in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value and divest the ownership of any property of the Company to or in favour of any public or local body or authority or Central or State Government or any public institutions or trusts or funds.
- 88 To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging a social and moral responsibilities of the Company to the public or any section of the public as also any activity to promote national welfare or social, economic or moral uplift of the public or any section of the public and in such manner and by such means to carry out, promote and sponsor an activity for publication of any books, literature, newspapers, etc or for organising 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 in order to implement any, of the above mentioned objects or purposes, transfer without consideration or at such fair or concessional value and subject to the provisions of the Act divest the ownership of any property of the Company to or in favour of any public or local body or authority or Central or State Government or any public institutions or trusts or funds.
- 89 To transact and carry on all kinds of agency business and to act as managers of any company or as buying and selling agent of any company and to undertake and to

become bound by conditions of any agreement or agreements entered into for any of the purposes aforesaid.

- 90 To carry on the business as producers and manufacturers of and dealers in, and importers and exporters of dairy farm and garden produce, provisions, stores and merchandise and in particular milk, casein and its allied products, condensed milk, preserved milk, dried milk, concentrated milk and products and substances derived from the manipulation or treatment of milk, cream, butter, cheese, poultry, eggs, fruit and vegetable.
- 91 To carry on the business of engineering consultants to administrations, organisations, undertakings, institutions, industry and business and to undertake preliminary planning, site development, studies, feasibility reports, design, engineering procurement, factory inspection, construction management, trial and acceptance testing, operator training, plant betterment services, etc including technical and specialised advice on projects.
- 92 To carry on and undertake the business of portfolio investment and deal in equity shares, preference shares, stocks, debentures convertible and non-convertible, company deposits, savings certificates, Post Office Savings Schemes, Units of Unit Trust of India and to canvass for the private placement of shares and securities.
- 93 To carry on and engage in financial and monetary business transactions carried on by commercial financing houses, shroffs, credit corporations, merchant bankers, factors, trade and general financiers. However, the company shall not carry on the business of Banking as defined under the Banking Regulation Act, 1949.
- 94 To advise non-resident Indians for portfolio investment and the promotion of business ventures in India.
- 95 To carry on the business of leasing and managing other leasing, finance companies and for acting as leasing/financing advisers and consultants on all matters and problems relating to financial services, administration, organisation, new ventures and expansion of existing concerns.
- 96 To carry on the business of share brokers and/or to act as advisers on matters relating to underwriting and share broking business, undertaking and managing new issues of companies and new ventures and to act as Issue House, Merchant Bankers and Registrar and Share Transfer Agents.
- 97 To carry on all or any of the business of procuring, developing and supplying technical knowhow, patents, inventions, drawings, designs and other scientific formula and process for the manufacturing, marketing, importing and exporting of any product.

98 To provide services for recruitment and placement of personnel and training of personnel for the attainment of the object of the company and establishing personnel policies.

IV The liability of the members is limited.

V The Authorized Share Capital of the Company is Rs. 600,00,00,000/- (Rupees Six Hundred Crores only) divided into 19,50,00,000 (Nineteen Crores Fifty Lakh) Equity Shares of Rs. 10/- (Rupees Ten) each and 4,05,00,000 (Four Crores Five Lakh) preference shares of Rs.100/- (Rupees One Hundred) each with such rights, privileges and conditions attaching thereto as are provided by the regulations of the Company for the time being with power to increase and decrease the capital of the Company and to divide the shares in capital for the time being into several classes and to attach thereto respectively such preferential rights, privileges or conditions as may be determined by or in accordance with the Articles of the Company for the time being and to modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Companies Act, and as provided by the Articles of the Company for the time being.

We, the several persons whose names, address and descriptions are hereunder subscribed below, are desirous of being formed into a company in pursuance of this MEMORANDUM OF ASSOCIATION and we respectively agree to take the number of shares in the capital of the Company, set opposite our respective names.

Name, address, description and occupation of each subscriber	Number of Equity Shares taken by each subscriber	Signature of Subscriber	Signature of witness and name, address, description and occupation witness to all
Mr. Kasaragod Narasimha Shenoy S/o K Devadas Shenoy 1, Jorbagh New Delhi - 110 003 Occupation: Company Executive	10 (Ten)	Sd/- K N Shenoy	Goutam Haridas Bhatia S/o Haridas Bhatia 10, Surya Kiran Tulsi Pipe Road Mumbai - 400 016 Occupation: Company Executive
Mr. Arun Kanan Thiagarajan S/o K T Pillai Grace Home 37, Kanakapura Road Basavangudi Bangalore - 560 044 Occupation: Company Executive	10 (Ten)	Sd/- A. K. Thiagarajan	
Mr. Sunandan Ranjitbhai Divatia S/o Ranjitbhai Divatia 28, Queens Lawn 967, S V Road, Vile Parle (West) Mumbai - 400 056 Occupation: Company Executive	10 (Ten)	Sd/- S. R. Divatia	
Mr. Surinder Kuamr Nagpal S/o Radha Krishna Nagpal 103, K T Apartments 72/2 Millen Road Banglore - 560 052 Occupation: Company Executive	10 (Ten)	Sd/- S. K. Nagpal	

Dated : 7th August, 1992.

Name, address, description and occupation of each subscriber	Number of Equity Shares taken by each subscriber	Signature of Subscriber	Signature of witness and name, address, description and occupation witness to all
<p>Mr. Partik Basu S/o Prabhat Basu Sai Krupa, 284, 100 F T Road Indiranagar Banglore - 560 038 Occupation: Chief Executive</p>	10 (Ten)	Sd/- P. Basu	Goutam Haridas Bhatia S/o Haridas Bhatia 10, Surya Kiran Tulsi Pipe Road Mumbai - 400 016 Occupation: Company Executive
<p>Mr. Himadri Kumar Mohanty S/o Rabindranath Mohanty Flate No. 103 K T Apartments 72/2 Miller Road Bangalore - 560 052 Occupation: Company Executive</p>	10 (Ten)	Sd/- H. K. Mohanty	
<p>Mr. Virendra Prasad Srivastava S/o Bana Prasad Srivastava D 1007, New Friends Colony New Delhi - 110 065 Occupation: Company Executive</p>	10 (Ten)	Sd/- V. P. Srivastava	
Total	70 (Seventy)		

Dated : 7th August, 1992.

ARTICLES OF ASSOCIATION

OF

GE Power India Limited

REGULATIONS OF THE COMPANY

Table "A" not to apply but Company to be governed by these Articles

1. No Regulations contained in Table "A" in the First schedule to the Companies Act, 1956 shall apply to this. But the regulations for the management of the Company and for the observance of the members thereof and their representatives shall, subject to any exercise of the statutory powers of the Company in reference to the repeal or alteration of, or addition to, its regulations by Special Resolutions, as prescribed by the said Act, be such as are contained in these Articles.

INTERPRETATION

Interpretation

2. (a) In the interpretation of these articles the following expressions shall have the following meanings unless repugnant to the subject or context.

"The Act" or "the said Act"

(i) "The Act" or "the said Act" means "The Companies Act, 1956" or any statutory modification or re-enactment thereof for the time being in force or other Act or Acts for the time being in force in India, containing the provisions of the Legislature in relation to Companies.

(ii) "Alter" and "Alteration" shall include the making of additions and omissions.

(iii) "Auditors" means and includes those persons appointed as such for the time being by the Company.

"Board of Directors" or the Board"

(iv) "Board of Directors" or "The Board" means a meeting of the Directors duly called and constituted or as the case may be, the Directors assembled at a Board.

(v) "Body Corporate" or "Corporation" includes a company incorporated outside India but does not include a Corporation sole.

Capital

(vi) "Capital" means the Share Capital for the time being raised or authorised to be raised for the purpose of the Company.

- (vii) "A Company" shall include a company as defined in Section 3 of the Act.
- "The Company" or "This Company"* (viii) "The Company" "this Company" means the above named Company.
- "Debenture"* (ix) "Debenture" includes debentures stock, bonds and other securities of a Company, whether constituting a charge on the assets of the Company or not.
- "Document"* (x) "Document" includes summons, notice, requisition, order, other legal process and registers, whether issued, sent or kept in pursuance of this or any other Act or otherwise.
- "Directors"* (xi) "Directors" means the Directors for the time being of the Company or as the case may be, the Directors assembled at a meeting of the Board or acting by Circular under the Articles.
- "Dividend"* (xii) "Dividend" includes any interim dividend and bonus.
- "Equity Share Capital"* (xiii) "Equity share capital" and "Equity share" have the same meaning as contained in Section 85 of the Act.
- "Employees Stock options"* "Employees Stock Option" means the option given to the managing /whole time directors, officers or employees of the Company, which gives such directors, officers or employees the benefit or the right to purchase or subscribe at a future date, the securities offered by the Company at a predetermined price.
- "Financial year"* (xiv) "Financial year" means the period in respect of which any profit and loss account of the Company laid before the Annual General Meeting is made up, whether that period is a year or not.
- "Gender"* (xv) Words importing the masculine gender also include the feminine gender.
- "Member"* (xvi) "Member" shall means shareholder or and vice versa.
- "Meeting" or "General Meeting"* (xvii) "Meeting" or, "General Meeting" means a meeting of members.
- "Annual General Meeting"* (xviii) "Annual General Meeting" means a General Meeting of the Members held in accordance with the provisions of Section 166 of the Act.

<i>“Extra-Ordinary General Meeting”</i>	(xix) “Extra-Ordinary General Meeting” means an Extra-Ordinary General Meeting of the members duly called and constituted and any adjourned holding thereof.
<i>“Month”</i>	(xx) “Month” means a calendar month, according to the English Calendar.
<i>“Office”</i>	(xxi) “Office” means the Registered Office for the time being of the Company.
<i>“Ordinary Resolution & “Special Resolution”</i>	(xxii) “Ordinary Resolution” and “Special Resolution” shall have the meanings assigned there to respectively by Section 189 of the Act.
<i>“Persons”</i>	(xxiii) “Persons” include corporations and firms.
<i>“These presents” or “Regulations”</i>	(xxiv) “These presents” or “Regulations” means these Articles of Association as originally framed or the altered from time to time and includes the Memorandum where the context so requires.
<i>“Paid up”</i>	(xxv) “Paid up” includes credited as paid up.
<i>“Public Holiday”</i>	(xxvi) “Public Holiday” means a public holiday within the meaning of the Negotiable Instruments Act, 1881 (XXVI of 1881) provided that no day declared by the Central Government to be a public holiday shall be deemed to be such a holiday in relation to any meeting unless the declaration was notified before the issue of the notice convening such meeting.
<i>“Proxy”</i>	(xxvii) “Proxy” includes an attorney duly constituted under a Power of Attorney.
<i>“Register of Members”</i>	(xxviii) “Register of Members” means the Register of Members to be kept pursuant to the Act.
<i>“Registrar”</i>	(xxix) “The Registrar” means the Registrar of Companies, Maharashtra.
<i>“Seal”</i>	(xxx) “Seal” means the Common Seal for the time being of the Company.
<i>‘SEBI’</i>	‘SEBI’ means Securities and Exchange Board of India established under Securities and Exchange Board of India Act, 1992.
<i>“Securities”</i>	‘Securities’ include :

1. Shares, scrips, stocks, bonds, debentures, debenture stock or other marketable securities of a like nature in or of any incorporated company or other body corporate;
2. Derivatives;
3. Units or any other instrument issued by any collective investment scheme to the investors in such schemes;
4. Government securities;
5. Such other instruments as may be declared by the Central Government to be securities;
6. Rights or interest in securities;
7. Hybrids (i.e. securities which have the character of more than one type of security); and
8. Such other securities as may be specified by SEBI or under Securities Contracts (Regulation) Act, 1956, from time to time.

“Secretary”

(xxxix) “Secretary” includes any person appointed to perform the duties of Secretary temporarily.

“Share”

(xxxvii) “Share” means share in the share capital of a company and includes stock except where a distinction between stock and shares is expressed or implied.

“Sweat Equity Shares”

“Sweat Equity Shares” means equity shares issued by the Company to employees or directors at a discount or for consideration other than cash for providing know-how or making available rights in the nature of intellectual property rights or value additions, by whatever name called.

“Variation”

(xxxviii) “Variation” shall include the abrogation, and “vary” shall include abrogate.

Singular number

(xxxix) Words importing the singular number include the plural number and vice versa.

“Writing”

(xl) “Writing”, shall include printing, lithography and any other mode or modes of representing or reproducing words in a visible form.

- Expressions in the Act to bear the same meaning in Articles*
2. (b) Subject as aforesaid any words or expression defined in the Act, shall except where the subject or context forbids, bear the same meaning in these Articles.
- "Marginal Notes"*
2. (c) The marginal notes hereto shall not affect the construction of these Articles.
- Copies of Memorandum & 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 any member at his request within seven days of the requirement subject to the payment of fee of rupee one.
- Use of the word GE*
4. (i) The use of the word "GE" by the Company in its corporate name is subject to such conditions, as may be mutually agreed from time to time by and between "General Electric Company, USA" and the Company and therefore except as mutually agreed upon from time to time, the Company has not acquired nor will it acquire at any time hereafter any right, title or interest of any nature whatsoever in, to or in respect of the name "GE" either as a name or as a part of a name or otherwise; and the Company shall not assert any right, title or interest in, to or in respect of the name "GE" or take any action which, in the opinion of General Electric Company, USA may or is likely to impair any right, title or interest in, to or in respect of the name "GE" or create any right, title or interest thereto or herein or in respect thereof adverse to that of General Electric Company, USA; and
- (ii) Upon General Electric Company, USA determining such agreement or mutual understanding as referred in sub-clause (i) above, by notice, the Company shall within such period from the date of such determination (a) discontinue the use of the name "GE" as part of its corporate name, trade name or trading style; (b) discontinue the use of corporate logo of "GE"; and (c) take all such steps as may be necessary for the purpose of changing its corporate name, trade name and trading styles as aforesaid. Any new corporate name, trade name or trading style or logo, which the company may adopt, shall not consist of any name, word, letter, expression, logo, symbol or device in any language, script or alphabet similar in sound or appearance to the name "GE" or the corporate logo of "GE". All the members of the company shall be deemed to have undertaken to exercise their right as members and specifically their voting rights in such a manner as would enable the company to comply with or implement the provisions of this Article and on this basis on such mutual understanding/ agreement shall be deemed to have become the members of the Company.

CAPITAL

- Capital and Shares*
5. The Authorised, Share Capital of the Company shall be as mentioned in the Memorandum of Association of the Company.
6. The share capital of the Company shall be only of two kinds viz. :-
- (a) Equity Share Capital -
- i with voting rights; or
- ii with differential rights as to dividend, voting or otherwise in accordance with such rules and subject to such conditions as may be prescribed; and
- (b) Preference Share Capital.
7. The provisions of sections 85 to 90 of the Act in so far as the same may be applicable to the Company shall be observed by the Company.
- Unclassified Shares*
8. Any unclassified shares of the Company for the time being (whether forming part of the original capital or of any increased capital of the Company) may be issued either with the sanction of the Company in General Meeting or by the Directors with such rights and privileges annexed thereto and upon such terms and conditions as may be directed by the General Meeting sanctioning the issue of such shares, and if no such directions be given and in all other cases, as the Directors shall determine; and in particular such shares may be issued with a preferential or qualified right to dividend and in distribution of the assets of the Company and any preference shares may subject to the provisions of Section 80 of the Act be issued on the terms that they are liable to be redeemed. Notwithstanding anything contained in this clause, the rights or privileges attached to the preference shares in the Capital for the time being of the Company shall not be modified except in manner hereinafter provided.
- Share under the Control of Directors*
9. Subject to the provisions of the Act and these Articles, the Shares in the capital of the Company for the time being (including any shares forming part of any increased capital of the Company) shall be under the control of 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 compliance with the provision of section 79 of the Act at a discount) and at such times as they may from time to time think fit and proper, and with full power with the sanction of the Company in General Meeting, to give to any person the option to call for or be allotted shares of any class of the Company

either at par or at a premium or subject as aforesaid at a discount such option being exercisable at such time and for such consideration as the Directors think fit provided that option or right to call of shares shall not be given to any person except with the sanction of the Company in General Meeting.

Power of General Meeting to offer shares to such persons as the Company may resolve

10. In addition to and without derogating from the powers for that purpose conferred on the Directors under Articles 8 & 9, the Company in General Meeting may determine that any share (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such persons (whether members or holders of debentures of the Company or not) in such proportions and on such terms and conditions and either at a premium or at par or subject to compliance with the provisions of Section 79 of the Act at a discount as such General Meeting shall determine and with full power to give to any person (whether a member or holder of debenture of the Company or not) the option to call for or be allotted shares of any class of the Company either at a premium or at par or subject as aforesaid at a discount, such option being exercisable at such time and for such consideration as may be directed by such General Meeting or the Company in General Meeting may make any other provisions whatsoever for the issue, allotment or disposal of any shares.

Increase of Capital

11. The Company may from time to time by Ordinary resolution increase its share capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amount and classes as it thinks expedient. Subject to the provisions of the Act the new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the General Meeting resolving upon the creation thereof shall direct and if no direction be given, as the Directors shall determine; 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 Meetings of the Company in conformity with Section 87 of the Act; and any preference shares may subject to the provisions of Section 80 of the Act be issued on the terms that they are or at the option of the Company are to be liable to be redeemed. Notwithstanding anything contained in this clause the rights or privileges attached to the preference shares in the capital for the time being of the Company shall not be modified except in manner hereinafter provided.

Whenever the capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 97 of the Act.

*Right of Equity
shareholders to
further issue of
capital*

12. (a) Subject to the provisions of Section 81 and other applicable provision (if any) of the Act where at any time after the expiry of two years from the formation of the Company or the expiry of one year from the allotment of shares 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 such further shares shall be offered to the persons who, at the date of the offer, are holders of the Equity Shares of the Company in proportion as nearly as circumstances admit, to the capital paid up on those shares at that date. Such offer shall be made by notice specifying the number of shares offered and limiting a time not being less than fifteen days from the date of the offer within which the offer, if not accepted will be deemed to have been declined. Such offer, however, shall include a right to renounce the shares offered or any of them in favour of any other person. And in such an event, the notice of offer to be given hereunder shall contain a statement of such right; provided further that such, a right shall not be deemed to extend the time within which the offer should be accepted or to authorise any person to exercise the right of renunciation for a second time, on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation. After the expiry of the time specified in the 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 of Directors may dispose of them in such a manner as they think most beneficial to the Company. The Directors may likewise dispose of such of the further shares as in their opinion cannot be conveniently offered by reason of the proportion resulting in fractional parts of a share, if any, to be offered.
- (b) Notwithstanding anything hereinbefore contained, the further shares aforesaid may be offered to any persons, whether or not those persons include the persons, who, at the date of the offer are holders of the Equity Shares of the Company in any manner whatsoever :-
- (i) If a special,
 - (ii) to that effect is passed by the Company in General Meeting;
or
 - (iii) 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 members who, being entitled so to do, vote in person, or where proxies are allowed by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied on an application made by the Board of Directors in this behalf that the proposal is most beneficial to the Company.

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|--------------------------------------|--|
| <i>Employees Stock Option Scheme</i> | 12A. The Company may form and execute Employees Stock Option Scheme as per the guidelines issued by SEBI and such other rules and regulations as may be applicable from time to time. |
| <i>Sweat Equity</i> | 12B. Subject to the provisions of Section 79A of the Act and all other applicable provisions, the Company shall have power to issue Sweat Equity Shares. |
| <i>Fractional Certificates</i> | <p>13. (a) If and whenever, as a result of issue of new shares or the consolidation or sub-division of shares, any member becomes entitled to any fractional part of a share, the Directors may subject to the provisions of the Act and these Articles and to the directions, if any, of the Company in General Meeting:-</p> <p>(i) Issue to such member fractional certificate or certificates representing such fractional part. Such fractional certificate or certificates shall not be registered, nor shall they bear any dividend until exchanged with other fractional certificates for an entire share. The Directors may, however, fix the time within which such fractional certificates are to be exchanged for an entire share and may extend such time and if at the expiry of such time, any fractional certificates shall be deemed to be cancelled and the Directors shall sell the shares represented by such cancelled fractional certificates for the best price reasonably obtainable or</p> <p>(ii) To sell the shares represented by all such fractional parts for the best price reasonably obtainable.</p> <p>(b) In the event of any shares being sold, in pursuance of sub clause</p> <p>(a) above, the Directors shall pay and distribute to and amongst the persons entitled, in due proportion the net sale proceeds thereof.</p> <p>(c) For the purpose of giving effect to any such sale, the Directors may authorise any person to transfer the shares sold to the purchaser thereof, comprised in any such transfer and he shall</p> |

not be bound to see to the application of purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the same.

*Application of
Premiums Received
on Shares*

14. Where the Company issues shares at a premium, whether for cash or otherwise, the following provisions shall take effect :-
- (a) A sum equal to the aggregate amount or value of the premium on those shares shall be transferred to an account to be called "the Shares Premium Account" and the provisions of the Act relating to reduction of share capital shall except as provided in Section 78 of the Act or hereunder apply as if the Share Premium Account were paid-up capital of the Company.
 - (b) The Share Premium Account may be applied for any of the purposes mentioned in sub-section (2) of Section 78 of the Act, as the Directors may think fit.

*Provision in Case
of Redeemable
Preference Shares*

15. Subject to the provisions of Section 80 of the Act, and subject to the provisions on which any shares may have been issued, the Company may issue preference shares which are liable to be redeemed. On the issue of redeemable preference shares under the provisions of these Articles, the following provisions shall take effect:-
- (a) No such shares shall be redeemed except out of the profits of the Company, which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purposes of the redemption.
 - (b) No such shares shall be redeemed unless they are fully paid.
 - (c) The premium, if any, payable on redemption shall be provided for out of the profits of the Company or out of the Company's Share Premium Account, before the shares are redeemed.
 - (d) Where any such shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall, out of profits which would otherwise have been available for dividend be transferred to a Reserve Account to be called "The Capital Redemption Reserve Account" a sum equal to the nominal amount of the/shares redeemed and the provisions of the Act relating to the reduction of share capital of a company shall except as provided under Section 80 of the Act or herein apply as if the Capital Redemption Reserve Account were paid up share capital of the Company.

- (e) Subject to the provisions of Section 80 of the Act and this Article the redemption of preference shares hereunder may be effected in accordance with the terms and conditions of their issue and failing the in such manner as the Directors may think fit.
- Subscription and Allotment* 16. If the Company shall offer any of its shares to the public for subscription, the Directors shall not make any allotment thereof unless the conditions specified in Section 69 of the Act have been complied with.
- Restriction on Allotment* 17. The Board shall observe the restrictions as to allotment of shares to the public, contained in Section 69 and 70 of the Act and shall cause to be made the return as to allotment provided for in Section 75 of the Act.
- Same as Original Capital* 18. Except so far as otherwise provided by the conditions of issue or by these Articles, any capital, raised by the creation of new shares, shall be considered part of the initial capital and shall be subject to the provisions herein contained with reference to the payment of calls and installments, transfer and transmission, forfeiture, lien, surrender, voting and otherwise.
- Restriction on purchase by company of its own shares* 19. (a) The Company shall not have the power to buy its own shares unless the consequent reduction of capital is effected and sanctioned in pursuance of Article 21 or in pursuance of Sections 100 to 104 or Section 402 or other applicable provisions (if any) of the Act.
- (b) Except to the extent permitted by Section 77 or other applicable provisions (if any) of the Act, the company shall not give, whether directly or indirectly and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of, or in connection with the purchase or subscription made or to be made by any person of or for any shares in the Company.
- (c) Nothing in this Article shall affect the right of the Company to redeem any redeemable preference shares issued under these Articles or under Section 80 or other relevant provisions (if any) of the Act.
- Buy-back of shares by the Company* 19A. Notwithstanding anything to the contrary contained in these Articles, the Company shall, to the extent permitted by the Act or the applicable rules and regulations, have the right to buy-back its own shares or other

specified securities out of its free reserves or securities premium account or the proceeds of any shares or other specified securities or otherwise as permissible, subject to and in accordance with applicable provisions of the Act and the rules and regulations as may be prescribed thereunder.

*Reduction of
Capital*

20. Subject to the Provision of the Act, the Company may from time to time, by Special Resolution, reduce its share capital, share premium account and any capital redemption reserve account in any manner authorised by the Act. In particular and without prejudice to the generality of the foregoing power the Company may :-

- (a) Extinguish or reduce the liability on any of its shares in respect of share capital not paid up;
- (b) Either with or without extinguishing or reducing liability on any of its shares, cancel any paid-up share capital which is lost or is unrepresented by available assets; or
- (c) Either with or without extinguishing or reducing liability on any of its shares, pay off any paid-up share capital which is in excess of the wants of the company. In particular, capital may be paid off on the footing that it may be called up again or otherwise. The Company may, if and so far as it is necessary alter its memorandum in accordance with and subject to the provisions of the Act by reducing the amount of its share capital and of its shares accordingly.

*Consolidation
Division and
sub-division*

21. The Company may in General Meeting alter the conditions of its Memorandum as follows :-

- (a) Consolidate and divide all or any of its share capital into shares of large amounts than its existing shares.
- (b) Sub-divide its shares or any of them into shares of smaller amounts than originally fixed by the Memorandum subject nevertheless to the provisions of the Act and of these articles.

*Sub-division into
Preferred and
Ordinary*

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 shall have some preference or special advantage as regards dividend, capital or otherwise over or as compared with the others or other.

- (b) Cancel share, which at the date of such General Meeting have not been taken or agreed to or taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

Modification of Rights

22. Whenever the capital, by reason of the issue of preference shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may subject to the provisions of Sections 106 and 107 of the Act be varied, modified or dealt with, with the consent in writing of the holders of not less than three fourths of the issued shares of that class or with the sanction of a Special Resolution passed at a separate meeting of the holders of the issued shares of that class and all the provisions contained in these Articles, as to General Meetings (including the provisions relating to quorum at such meetings) shall mutatis mutandis apply to every such meeting.

Issue of Further Pari Passu Shares not to affect the right of shares already issued

23. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise expressly provided by the terms of the issue of the shares of that class be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

No issue with disproportionate rights

24. The Company shall not issue any shares (not being preference shares) which carry voting rights or rights in the Company as to dividend, capital or otherwise which are disproportionate to the rights attached to the holders of other shares (not being Preference Shares).

Shares with differential rights

- 24A. The Company shall have the power to the extent permitted by the Act or applicable rules or regulations to issue equity shares with differential rights as to dividend, voting or otherwise and attach thereto such rights and privileges as deemed fit subject to and in accordance with such rules and regulations as may be prescribed in that regard.

SHARES

Shares

25. (a) The Shares or other interest of any member in the Company shall be moveable property, transferable in the manner provided by these Articles.
- (b) Each share in the Company having a share capital shall be distinguished by its appropriate number.

- (c) A certificate under the Common Seal of the Company specifying any share held by any member shall be prima facie evidence of the title of the member to such shares.

Shares to be numbered progressively and no share to be subdivided

Directors may allot shares as fully paid up

Acceptance of shares

Deposit, and calls etc. to be a debt payable immediately

Installments on shares to be duly paid

Liability of Members

26. The Shares in the capital of the Company shall be numbered progressively according to their several denominations, and, except in the manner hereinbefore mentioned, no share shall be sub-divided.
27. Subject to the provisions of the Act and these Articles, the Directors may allot and issue shares in the capital of the Company as payment or part payment for any property sold or transferred, goods or, machinery supplied, or for services rendered to the Company, either in or about the formation or promotion of the Company, or the conduct of its business, and any shares which may be so allotted may be issued as fully paid up shares; and if so issued, shall be deemed to be fully paid up shares.
28. An 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 purposes of these Articles, be a member.
29. The money (if any) which the Directors 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 the 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. Installments on
30. If, by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by installments, every such installment shall, when due, be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share, or his legal representative.
31. Every member, his, executors, administrators or other legal representatives shall pay to the Company the proportion 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 Directors shall, from time to time, in accordance with the Company's regulations, require or fix for the payment thereof.

Company not bound to recognise any interest in shares other than that of the registered holder

32. (a) Except as required by law no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by, or be compelled in any way, to recognise (event when having notice thereof) any equitable contingent, future partial interest in any fractional part of share, or (except only as by these Articles or as ordered by a Court of Competent Jurisdiction or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
- (b) Shares may be registered in the name of an incorporated Company or other body corporate but not in the name of a minor or in the name of a person of unsound mind or in the name of any firm or partnership

DEMATERIALISATION

Company to recognise interest in securities other than that of registered holder under Depositories Act, 1996

- 32A. Either the Company or the investor may exercise an option to issue, deal in, hold the securities (including shares) with a depository in electronic form as the certificates in respect thereof shall be dematerialised, in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereto, shall be governed by the provisions of the Depositories Act, 1996 as amended from time to time or any statutory modification thereto or reenactment thereof.

UNDERWRITING OF BROKERAGE

Commission for placing shares debentures etc.

33. The Company may subject to the provisions of Section 76 and other applicable provisions (if any) of the Act at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe or his procuring or agreeing to procure subscriptions, whether absolutely or conditionally, for any shares in or debentures of the Company but so that the amount or rate of commission does not exceed in the case of shares 5% of the price at which the shares are issued and in the case of debentures 2½% of the price at which the debentures are issued. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or debentures or partly in the one way and partly in the other. The Company may also on any issue of shares or debentures pay such brokerage as may be lawful.

INTEREST OUT OF CAPITAL

Payment of interest out of Capital

34. 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 provision 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, at the rate 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 provision of plant.

CERTIFICATES

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| <i>Certificates of shares</i> | 35. The rules made under section 642 of the Act or under any other statutory provision and for the time being in force in relation to issue, signature and sealing of share certificates shall be observed by the Company. The provision of these Articles in relation to any matter provided by such rules shall apply only to the extent that same are not inconsistent with or contrary to the aforesaid rules. |
| <i>Member's right to share certificate</i> | 36. Every member shall be entitled, except those members to whom provisions of Article 32A are applicable, without payment, to one certificate of title to shares for all the shares of each class registered in his name. If the Directors so approve and upon payment of such fee, if any, not exceeding Re.1/- per certificate as the Directors may from time to time determine in respect of each class of shares, a member shall be entitled to more than one certificate for shares of each class. Every certificate of title to shares shall specify the number and distinctive numbers of the shares in respect of which it is issued and the amount paid thereon. |
| <i>Certificate to be issued in pursuance of Board Resolution</i> | 37. No certificate of title to shares shall be issued except (i) in pursuance of a Resolution passed by the Board and (ii) on surrender to the Company of its letter of allotment or of the requisite fractional certificates save in cases of issues against letters of acceptance or of renunciation or in cases of issue of bonus shares. Provided that if the letter of allotment is lost or destroyed, the Board may impose such terms as to evidence and indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating evidence as the Board thinks fit. |
| <i>Certificate how to be issued</i> | 38. The certificate of title to share shall be issued under the Seal of the Company, which shall be affixed in the presence of and shall be signed by (i) two Directors or persons acting on behalf of the Directors under a duly registered power of attorney; and (ii) the Secretary or some other person appointed by the Board for the purpose. Provided that at least one of the aforesaid two Directors shall be a person other than a Managing or whole time Director or a Director appointed by the Board in pursuance of Articles 150 or 151 Provided however that a Director may sign a 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 a rubber stamp provided that the Director |

shall be responsible for the safe custody of the said machine, equipment or other material used for that purpose. Provided always that notwithstanding anything contained in this Article, the certificates of title to shares may be executed and issued in accordance with such other provisions of the Act or the rules made thereunder as may be in force for the time being and from time to time.

*Limitation of time
for issue of
Certificates*

39. The Company shall within three months after the allotment of any of its shares or debentures or debenture stock and within two months after the application for the registration of the transfer of any such shares or debentures or debenture-stock, complete and have ready for delivery the certificates of all shares, debentures or debenture-stock allotted or transferred unless the conditions of issue of shares or debentures or debenture-stock otherwise provides, The expression "transfer" for the purposes of this Article means, a transfer duly stamped and otherwise valid and does not include any transfer which, the Company, is for any reason entitled to refuse to register and does not register.

*Renewal of
Certificate*

40. If a certificate of any share or shares is required, (i) in exchange for those which are sub-divided or consolidated or (ii) in replacement of those which are defaced, torn or old or decrepit, worn out or where the cages on the reverse for recording transfers have been duly utilised or (iii) in lieu of those which are lost or destroyed, the Company shall issue a renewed or

Duplicate certificate on payment of a fee of Rs. 2/- per certificate issued. No fee shall be charged for issue of new certificates in replacement of those, which are old, decrepit or worn out or where cages on the reverse for recording transfers have been fully utilised. Provided however that such renewed or duplicate certificate shall not be issued in cases under (i) and (ii) above except upon surrender of the certificate in lieu of which it is issued, and in cases under (iii) above without the prior consent of the Board and upon proof of destruction of loss on such terms, if any, as to evidence and indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating evidence as the Board thinks fit. Every certificate issued under this Article shall comply with the requirements of Sub-Rules (2) or (3) as the case may be, of Rule 5 of the Companies (Issue of Share Certificates) Rules, 1960.

*Register of
duplicate shares*

41. Upon the issue of every certificate, particulars as required under the provisions of the Companies (Issue of Share Certificates) Rules, 1960, shall be entered in the Register of Members or the Register of Renewed or Duplicate Certificates, as the case may be, and all entries in the said Registers shall be authenticated in the manner required thereby.

CALLS

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| <i>Board may make calls</i> | 42. The Board may, from time to time, but subject to the terms on which any shares may have been issued and the condition is hereinafter mentioned, make such calls upon the members in respect of all moneys for the time being unpaid on their shares (whether on account of nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times as the Board thinks it, and every member shall pay the amount of every call so made on him to the Company or where the same is payable to a person other than the Company, to the person, and at the time and place appointed by the Board. A call may be made payable by installments. |
| <i>Calls on Shares of same class to be made on uniform basis</i> | 43. Where any calls for further share capital are made on shares, such calls shall be made on a uniform basis on all shares falling under the same class. For the purpose of this Article, shares of the same nominal value on which different amounts have been paid up shall not be deemed to fall under same class. Notice of Call |
| <i>Notice of Call</i> | 44. Fifteen days notice at the least of every call made otherwise than on allotment shall be given specifying the time and place of payment and if payable to any person other than the Company, the name of the person to whom such call shall be paid provided that before the time for payment of such call the Directors may by notice in writing to the members revoke the same. |
| <i>Calls to date from Resolution</i> | 45. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such calls was passed and may, be made payable by the Members whose names appear on the Register of Members on such date or at the discretion of the Directors, on such subsequent date, as shall be fixed by the Directors. |
| <i>Directors may extend time</i> | 46. The Directors may, from time to time, at their discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the members who from residence at a distance or other cause, the Directors may deem fairly entitled to such extension, but no member shall be entitled to such extension save as a matter of grace and favour. |
| <i>Amount payable at fixed or by installment as calls</i> | 47. (a) Any sum, which by the terms of issue of a share or otherwise becomes payable on allotment or at any fixed time or by installments at fixed times (whether on account of the nominal value of the share or by way of premium) shall, for the purpose of these Articles, be deemed to be a call duly made and payable on the date on which such sum becomes payable. |

(b) In case of non payment of such sum, 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.

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| <i>Calls to carry interest</i> | 48. If any 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 for the same, from the day appointed for the payment thereof to the time of actual payment at such rate not exceeding 9% per annum as shall from time to time be fixed by the Board. But nothing in this Article shall be deemed to make it compulsory upon the Board to demand or to recover any interest from any such member and the Directors may waive payment of such interest wholly or in part. |
| <i>Money due from the Company may be set off</i> | 49. Any money due from the Company to a member may, without the consent of such member, be applied by the Company in and towards payment of any money due from him to the Company for calls or otherwise. |
| <i>Proof on trial of suit for money due on shares</i> | 50. Subject to the provisions of the Act and these Articles, on the trial or hearing of any action or suit brought by the Company against any member, or his representatives to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the member in respect of whose shares the money is sought to be recovered is or was, when the claim arose, on the Register of Members of the Company as a holder or one of the holders of the shares in respect of which such claim is made that the Resolution making the call was duly recorded in the Minute Book and that notice of such call was duly given in pursuance of these Articles and that the amount claimed is not entered as paid in the books of the Company, and it shall not be necessary to prove the appointment of the Directors who made such call nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt. |
| <i>Judgement, decree or partial payment not to preclude forfeiture</i> | 51. Neither a judgement nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereunder nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of the payment of any money shall preclude the forfeiture of such shares as herein provided. |
| <i>Payment in anticipation of calls may carry interest</i> | 52. The Directors may, if they think fit, subject to the provisions of Section 92 of the Act, receive from any member willing to advance the same, all or any part of the moneys beyond the sums actually called for; and upon |

the moneys so paid in advance, or upon 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 and the Company may at any time repay the amount so advanced upon giving to such member three months notice in writing and after such repayment such member shall be liable to pay and such shares shall be charged with the payment of all further calls, as if no such advance was made. Provided always that the moneys so paid in advance shall not confer a right to dividend or to participate in profits nor shall a member making such advance payment 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.

FORFEITURE, SURRENDER AND LIEN

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| <i>If call or installment not paid notice must be given</i> | 53. If any member fails to pay the whole or any part of any call or installment or any money due in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same, the Directors may at any time thereafter during such time as the call or installment or any part thereof or other moneys remain unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such member or on the person (if any) entitled to the share by transmission requiring him to pay such call or installment or such part thereof or other moneys as remain unpaid together with any interest that may have accrued and all expenses (legal or otherwise) that may have been incurred by the Company by reason of such non payment. |
| <i>Terms of Notice</i> | 54. The Notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which the money is to be paid, and the notice shall also state that in the event of the non payment of such money at the time and place appointed, the shares in respect of which the same is owing will be liable to be forfeited. |
| <i>In default of payment, shares to be forfeited</i> | 55. If the requirement of any such notice shall not be complied with, any of the shares in respect of which such notice has been given, may at any time thereafter before payment of all calls or installments, interest and expenses due in respect thereof, be forfeited by a Resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before forfeiture. |

- Notice of forfeiture to members and entry in register* 56. When any share is so forfeited, notice of the forfeiture shall be given to the holder of the share, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall in any manner be invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
- Effect of forfeiture* 57. The forfeiture of a share shall involve the extinction at the time of the forfeiture of all interest in and also of all claims and demands against the Company in respect of the share and all other rights incidental to the share, except only such of these rights as by these presents are expressly saved.
- Members still liable to pay money owing at time of forfeiture and interest* 58. Any member whose shares have been forfeited shall, notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company all calls, installments, interest, expenses and other moneys owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment, at such rate not exceeding nine per cent per annum, as the Directors may determine, and the Directors may enforce the payment of the whole or a portion thereof if they think fit, but shall not be under any obligation to do so.
- Certificate of forfeiture* 59. A certificate in writing under the hand of one Director and countersigned by Managing Director or other officer authorised by the Directors for the purpose that the call in respect of a share was made, and notice thereof given, and the default in payment of the call was made, and that the forfeiture of the shares was made by a Resolution of the Directors to that effect, shall be conclusive evidence of the fact stated therein as against all persons entitled to such share.
- Forfeited shares to be property of the Company and may be sold etc.* 60. Every share so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted 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 thinks fit.
- Title of purchaser and allottee of forfeited share* 61. The Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposition thereof and the person to whom such shares are sold, re-allotted or disposed off may be registered as the holder of the share discharged from all calls due prior to such purchases and shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or other disposal of the same.

- Power to annual forfeiture* 62. The directors may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed off, annul the forfeiture thereof upon such conditions as they think fit.
- Directors may accept surrender of shares* 63. The Directors may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering on such terms as the Directors may think fit.
- Company's lien on shares* 64. The Company shall have a first and paramount lien on every share (not being a fully paid share) 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 share; any such lien shall extend to all dividends and bonuses from time to time declared in respect of such share; provided however that, unless otherwise agreed, the registration of transfer of such shares shall operate as a waiver of the Company's lien, if any, on such shares, and the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article.
- As to enforcing lien by sale* 65. For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they shall think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member or the person (if any) entitled by transmission to the shares and default shall have been made by him in payment, fulfillment or discharge of such debts, liabilities or engagements for seven days after such notice.
- Application of proceeds of sale* 66. The net proceeds of any such sale shall be received by the Company and after payment of the costs of such sale shall be applied in or towards the satisfaction of the said debts, liabilities or engagements of such member and the residue (if any) paid to such member or the person (if any) entitled by transmission to the share so sold.
- Validity of sale under Articles 60 and 65* 67. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. Upon any such sale as aforesaid, the

certificates in respect of the shares sold shall stand cancelled and become null and void and of no effect and the Directors shall be entitled to issue a new certificate or certificates in lieu thereof to the purchaser.

TRANSFER AND TRANSMISSION OF SHARES

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| <i>Register of Transfers</i> | 68. The Company shall keep a book, to be called the "Register of Transfers", and therein shall be fairly and distinctly entered the particulars of every transfer or transmission of any shares. |
| <i>Form of Transfer</i> | 69. The instrument of transfer shall be in writing and in such form as shall, from time to time, be prescribed under the relevant provisions of the Act or the Rules made thereunder or any other provisions, of law in that behalf. Shares of different classes shall not be included in the same instrument of transfer. |
| <i>Application of transfer</i> | 70. (a) An application for the registration of a transfer of the shares in the Company may be made either by the Transferor or by the Transferee.

(b) Where the application is made by the Transferor and relates to partly paid shares, the transfer shall not be registered, unless the Company gives notice of the application to the Transferee and the Transferee makes no objection to the transfer within two weeks from the receipt of the notice.

© For the purpose of sub-clause (b) notice to the Transferee shall be deemed to have been duly given if it is dispatched by prepaid post to the Transferee at the address given in the instrument of transfer, and shall be deemed to have been duly delivered at the time at which it would have been delivered in the ordinary course of post. |
| <i>Instrument of transfer to be endorsed by a prescribed authority and to be executed by the transferor and the transferee</i> | 71. Subject to the provisions of the Act every such instrument of transfer of shares shall be presented to the prescribed authority before it is signed by or on behalf of the Transferor for endorsement in accordance with the relevant provisions of the Act and thereafter shall be executed both by the transferor and the transferee in accordance with such prescribed form and shall be delivered to the Company within the time limit prescribed under the Act. The transferor shall be deemed to remain the holder of such shares until the name of the transferee is entered in the Register of Members in respect thereof. |
| <i>Instrument of transfer to be left for registration with certificate</i> | 72. Every instrument of transfer duly executed and stamped shall be left at the office for registration accompanied by the certificate of the shares to be transferred and such other evidence as the Directors may require to prove the title of the transferor or his right to transfer the shares. The |

Directors may waive the production of any certificate upon evidence satisfactory to them of its loss or destruction or under such other circumstances and evidence as the Directors' in their discretion think fit.

Transfer to be legal Representative

73. A transfer of shares or other interest in the Company of the deceased member shall, although the legal representative is not himself a member, be as valid as if he had been a member at the time of the execution of the instrument of transfer.

No transfer to minor etc.

74. No transfer shall be made to a minor, insolvent or person of unsound mind.

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

75. The Company shall not register a transfer of shares in the Company unless a proper instrument of transfer duly stamped and executed by or on behalf of the Transferor and the Transferee and specifying the name, address and occupation, if any, of the Transferee, has been delivered to the Company, along with the certificate relating to the share or if no such share certificate is in existence, along with the letter of allotment of shares; provided that where, on an application in writing made to the Company by the Transferee and bearing the stamp required for an instrument of transfer, it is proved to the satisfaction of the Board of Directors that the instrument of transfer signed by or on behalf of the Transferor and the Transferee has been lost, the Company may register the transfer on such term as to indemnity as the Board may think fit; provided further that nothing in this Article shall prejudice any power of the Company to register as shareholder any person to whom the right to any shares in the Company has been transmitted by operation of law.

Board may refuse to register transfer

76. Subject to the provisions of Section 111 of the Act or any statutory modification thereof for the time being in force the Board as its absolute and uncontrolled discretion and without assigning any reason, decline to register or acknowledge any transfer of shares and in particular may so decline in any case in which the Company has lien upon the shares or any of them or whilst any moneys in respect of shares desired to be transferred or any of them remain unpaid or unless the Transferee is approved by the Board or which fails to comply with provisions of the Act or these Articles or any other Act, Statute or Order promulgated by the Government and such refusal shall not be affected by the fact that the proposed

Transferee is already a member 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 as stated herein above. The registration of a transfer shall be conclusive evidence of the approval by the Directors of

the Transferee, so far only as the shares transferred are concerned but not further or otherwise or so as to incapacitate the Directors from declining to register any subsequent transfer applied for.

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| <i>Notice of refusal to be given to Transferor and Transferee</i> | 77. If the Company refuses to register the transfer of any share or transmission of any right therein, the Company shall within two months from the date on which the instrument of transfer or intimation of transmission was lodged with the Company send notice of refusal to the Transferee and the Transferor to the person giving an intimation of the transmission, as the case may be, and thereupon the provisions of Section 111 of the Act or any Statutory modification thereof for the time being in force shall apply. |
| <i>Custody of transfer</i> | 78. The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All instruments of transfer, which the Directors may decline to register shall on demand be returned to the persons depositing the same. The Directors may cause to be destroyed all transfer deeds lying with the Company for period of ten years or more. |
| <i>Closure of transfer books</i> | 79. The Directors shall, have power, on giving not less than seven days' previous notice by advertisement as required by Section 154 of the Act, to close the transfer books of the Company for such period or periods of time not exceeding in the whole 45 days in each year but not exceeding 30 days at a time as to them may seem fit |
| <i>Title of share of deceased holder</i> | 80. The executor or administrator of a deceased member or a holder of a Succession Certificate in respect of shares of a deceased member where he was the sole or any surviving holder shall be the only person entitled to be recognised by the Company as having any title to the shares registered in the name of such member and the company shall not be bound to recognise such executor or administrator unless such executor or administrator shall have first obtained Probate or Letters of Administration or other legal representation as the case may be from a duly constituted court in India; Provided that in any case where the Directors in their absolute discretion think fit, the Directors may dispense with the production of Probate or Letters of Administration or Succession Certificates upon such terms as to indemnity or otherwise as the Directors may deem fit, and under the next Article register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased member as a member. |

Registration of person entitled to shares otherwise than by transfer (Transmission Clause)

81. Subject to the provisions of the Act, and these Articles, any person becoming entitled to any share in consequence of the death, lunacy, bankruptcy or insolvency of any member or by any lawful means other than by a transfer in accordance with these present may, with the consent of the Directors (which they shall not be under any obligation to give), upon producing such evidence as the Directors think sufficient, either be registered himself as the holder of the share or elect to have some person nominated by him, and approved by the Board, registered as such holder; Provided nevertheless, that if such person shall elect to have his nominee registered, he shall testify the election by executing to his nominee an instrument of transfer of the shares in accordance with the provisions herein contained, and until he does so, he shall not be freed from any liability in respect of the share. This Clause is herein referred to as "the Transmission Clause"

Persons entitled may receive dividend without being registered as members

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

Refusal to register nominee

83. The Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominee as it would have had as if such person or nominee were a transferee named in any ordinary transfer for registration. The Company shall not be bound to register a transmission unless the intimation of such transmission has been delivered to the Company under a proper transmission form duly executed by the person entitled by transmission and specifying the name, address and occupation, if any, of such person along with the relative share certificates or the letters of allotment, as the case may be. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such intimation of transmission or any notice of Transfer as if the circumstances entitling such person to the shares by transmission had not occurred and as if the person entitled by transmission or his nominee were the transferee named in an ordinary transfer presented for registration.

Board may require evidence of transmission

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

Rights of person entitled to shares otherwise than by transfer

85. A person becoming entitled to a share by reason of the death, lunacy, bankruptcy or insolvency of any member or by any lawful means other than by a transfer in accordance with these presents, shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company. Provided that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with in ninety days, the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share, until the requirements of the notice have been complied with.

Fee on transfer or transmission

86. No fees shall be levied by the Company in respect of transfer or transmission of any share of the Company. Notwithstanding the provisions of Articles 36 and 40 above, the Directors may generally or in any particular case waive the payment of the fee chargeable to a Member in respect of any additional certificate or a new certificate as may be required to be issued therein.

Notice of proposed transfer

87. Before registering any transfer tendered for registration the Directors may if they so think fit give notice by letter posted in the ordinary course to the registered holder that such transfer deed has been lodged and that unless objection is taken the transfer will be registered and if such registered holder fails to lodge an objection in writing at the Registered Office of the Company within ten days from the posting of such notice to him he shall be deemed to have admitted the validity of the said transfer.

The company not liable for disregard of a notice prohibiting registration of transfer

88. Neither the Company nor its Directors shall incur any liability or responsibility whatever in consequence of their registering, giving effect to, or acting upon any transfer of shares made or purporting to be made by any apparent legal owner thereof to the prejudice of person having or claiming any equitable or other right, title or interest to or in the same shares, although the same may by reason of any fraud or other cause not known to the Company or its Directors, be legally inoperative or insufficient to pass the property in the shares proposed or professed to be, transferred and although the transfer may as between the transferor and the transferee, be liable to be set aside and notwithstanding that the Company may have had notice (a) that the instrument of transfer was signed or executed and delivered by the Transferor in blank as to the name of the transferee or the particulars of the shares transferred or otherwise in a defective manner or (b) of any equitable or other right, title or interest or notice prohibiting registration of such transfer and may have entered such notice or referred thereto in any book of the Company; and the Company or its Directors shall not be bound or required to regard or

attend or give other right, title or interest, or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some books of the Company; the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Directors shall so think fit. In every such transfer, the person registered as transferee, his executors, administrators and assigns alone shall be entitled to be recognised as the holder thereof and so far as the Company is concerned, the entire and complete title shall be deemed to have been validly transferred to such transferee.

*To apply to
Debentures*

89. The provisions of these Articles shall mutatis mutandi apply to the transfer by operation of law of debentures of the Company.

JOINT HOLDERS

Joint Holders

90. Where two or more persons are registered as the holders of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint holders with benefits of survivorship subject to the following and other provisions contained in these Articles:

Not more than four

- (a) The Company shall not be bound to register more than four persons as the holders of any share.

*Joint and several
liabilities for all
payments in
respect of shares*

- (b) The joint holders of any share shall be liable severally as well as jointly for and in respect of all installments, calls and other payments, which ought to be made in respect of such charge.

Title of survivors

- (c) On the death of any of such joint holder, the survivor or survivors shall be the only person or persons recognised by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person.

*Receipt of one
sufficient*

- (d) Any one of such joint holders may give effectual receipt of any dividends on other moneys payable in respect of such share.

*Delivery of
Certificate and
giving of notices*

- (e) Only the person whose name stands first in the Register of Members as one of the joint holders of any share, unless otherwise directed by all of them in writing, shall be entitled delivery of certificate relating to such share or to receive documents (which expression shall be deemed to include all documents referred to in Article 2(x) from the Company and any documents served on or sent to such person shall be deemed service on all the joint holders.

Votes of joint holders

- (f) Any one of two or more joint holders may vote at any meeting either personally or by attorney or by proxy in respect of such share as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by attorney or by proxy then that one of such persons so present whose name stands first or higher (as the case may be) on the Register in respect of such share shall alone be entitled to vote in respect thereof but the other or others of the joint holders shall be entitled to be present at the meeting; Provided always that a joint holder present at any meeting personally shall be entitled to vote in preference to a joint holder present by an attorney or by proxy although the name of such joint holder present by an attorney or proxy stands first or higher (as the case may be) in the register in respect of such shares. Several executors or administrators of a deceased -member in whose (deceased member's) sole name any share stands shall for the purpose of this sub-clause be deemed joint holders.

First joint holder deemed to be the sole holder

- (g) Subject as in this Article provided, the person first named in the Register as one of the joint holders of a share shall be deemed the sole holder thereof formatters connected with the Company.

BORROWING POWERS

Power to borrow

91. Subject to the provisions of the Act and these Articles and without prejudice to the other powers conferred by these Articles, the Directors shall have power, from time to time, at their discretion to accept deposits from members of the Company, either in advance of calls or otherwise, and generally to raise or borrow, or secure the payment of any sum or sums of money for the purposes of the company; Provided that the total amount raised, borrowed or secured and outstanding at any one time together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's Bankers in the ordinary course of business) shall not, without the consent of the Company in General Meeting, exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose.

Conditions on which money may be borrowed

92. Subject to the provisions of the Act and these Articles, the payment or repayment of any sum or sums of money borrowed by the Company, may be raised or secured in such manner and upon such terms and conditions in all respects as the Directors may think fit and, in particular by a resolution passed at a meeting of the Board (and not by a circular resolution) by the issue of bonds, perpetual or redeemable debentures or debenture-stock or any mortgage, charge or other security upon all or

any part of the undertaking or property of the Company (both present and future) including its uncalled capital for the time being.

Bonds, debentures etc. to be subject to control of Directors

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

Securities may be assignable free from equities

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

Issue at discount etc. or with special privileges

95. Subject to the provisions of the Act and these Articles, any debentures, debenture-stock bonds or other securities may be issued at a discount, premium or otherwise, and with any privileges, as to redemption, surrender, drawings, allotment of shares, appointment of Directors and otherwise provided however that not debentures with the right to allotment of or conversion into shares, shall be issued except with the sanction of the Company in General Meeting. The Company shall also have power to reissue redeemed debentures in certain cases in accordance with Section 121 of the Act.

Mortgage of uncalled capital

96. If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Directors shall, subject to the provisions of the Act and these Articles, make calls on the members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed or if permitted by the Act may, by instrument under the seal authorise the person in whose favour such mortgage or security is executed, or any other person in trust for him to make calls on the members in respect of such uncalled capital, and the provisions hereinbefore contained in regard to calls, shall, mutatis mutandis, apply to call made under such authority, and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to exclusion of the Directors powers or otherwise, and shall be assignable if expressed so to be.

Indemnity may be given

97. Subject to the provisions of the Act and these Articles if the Directors or any of them or any other person shall incur or be about to incur any liability whether as principal or surety for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or person so becoming liable as aforesaid from any loss in respect of such liability.

GENERAL MEETINGS

- Annual General Meeting* 98. (a) The Company shall, in each year in addition to any other meetings, hold a General Meeting (herein called an "Annual General Meeting") at the intervals and in accordance with the provisions herein specified. The Annual General Meeting of the Company shall be held within six months after the expiry of each financial year Provided however that if the Registrar of Companies shall have for any special reason extended the time within which any Annual General Meeting shall be held by a further period not exceeding three months, the Annual General Meeting may be held within the additional time fixed by the Registrar. Except in the cases where the Registrar has given an extension of time as aforesaid for holding any Annual General Meeting, not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next.
- (b) Every Annual General Meeting shall be called for a time during business hours and on such day (not being a public holiday) as the Directors may from time to time determine and it shall be held either at the Registered Office of the Company or at some other place within the City, town or village in which the Registered Office of the Company is situated. The notice calling the meeting shall specify it as the Annual General Meeting.
- (c) Every member of the Company shall be entitled to attend either in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting, which he attends on any part of the business, which concerns him as Auditor.
- Extra-Ordinary General Meeting* 99. All General Meetings other than Annual General Meetings shall be called Extra-Ordinary General Meetings.
- Directors may call an Extra-Ordinary General Meeting* 100. The Board of Directors may, whenever it thinks fit, call an Extra-Ordinary General Meeting.
- Calling of Extra Ordinary General Meeting on requisition* 101. (a) The Board of Directors shall, on the requisition of such number of members of the Company as hold in regard to any matter at the date of deposit of the requisition, not less than one tenth of such of the paid-up capital of the Company as that 'date carried the right of 'voting in regard to that matter, forthwith proceed duly to call an- Extra Ordinary General Meeting of the Company and the provisions of Section 169 of the Act (including the provisions

below) shall be applicable.

- (b) The requisition shall set out the matters for the consideration of which the meeting is to be called, shall be signed by the requisitionists and shall be deposited at the Registered Office of the Company.
- (c) The requisition may consist of several documents in like form, each signed by one or more requisitionists.
- (d) Where two or more distinct matters are specified in the requisition, the provisions of sub-clause (a) above shall apply separately in regard, to each such matter and the requisition shall accordingly be valid only in respect of those matters in regard to which the condition specified in that sub-clause is fulfilled. (e) If the Board does not, within twenty-one days from the date of the deposit of valid requisition in regard to any matters, proceed duly to call a meeting for the consideration of those matters on a day not later than forty-five days from the date of the deposit of the requisition; the meeting may be called by the requisitionists themselves or by such of the requisitionists as represent either a majority in value of the paid-up share capital held by all of them or not less than one-tenth of such of the paid-up share capital of the Company as is referred to in sub-clause (a) above whichever is less. (f) A meeting called under sub-clause (e) above by the requisitionists or any of them shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board, but shall not be held after the expiration of three months from the date of the deposit of the requisition. Nothing contained herein shall be deemed to prevent a meeting duly commenced before the expiry of the period of three months aforesaid from being adjourned to some day after the expiry of that period.
- (g) Where two or more persons hold any share or interest in the Company jointly, a requisition or a notice calling a meeting signed by one or some, only of them shall, for the purposes of this Article, have the same force and effect as if it had been signed by all of them.
- (h) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board duly to call a meeting shall be repaid to the requisitionists by the Company; and any sum so repaid shall be retained by the Company out of any due or to become due from the Company by way of fees or other

remuneration for their services to such of the Directors as were in default.

- Notice of Meeting* 102. (a) A General Meeting whether Annual or Extraordinary of the Company shall be called by giving not less than 21 days notice in writing.
- (b) However, a General Meeting may be called after giving shorter notice than that specified in sub-clause (a) hereof if consent is accorded thereto :
- (i) in case of an Annual General Meeting by all the members entitled to vote thereat; and
- (ii) in the case of any other meeting, by members of the Company holding not less than 95% of such part of the paid-up share capital of the Company as gives them a right to vote at that meeting;

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

- Contents of Notice* 103. (a) Every notice of a meeting of the Company shall specify the place, the date and hour of the meeting, and shall contain a statement of the business to be transacted thereat.
- (b) No General Meeting, Annual or Extra Ordinary shall be competent to enter upon, discuss or transact any business which has not been specifically mentioned in the notice or notices upon which it was convened.
- (c) In every notice there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy, where allowed, one or more proxies, to attend and vote instead of himself, and that a proxy need not be a member of the company.
104. In the case of an Annual General Meeting, if any business other than (i) the consideration of the accounts, balance sheets and reports of the Board of Directors and Auditors, (ii) the declaration of dividend, (iii) the appointment of Directors in place of those retiring, (iv) the appointment of, and fixing of the remuneration of the Auditors, is to be transacted, and

in the case of any other meeting in any event, there shall be annexed to the notice of the Meeting a statement setting out all material facts concerning each such item of business, including in particular the nature of the concern or interest, if any, therein of every Director. Where any such item of business relates to, or affects any other Company, the extent of share-holding interest in that other Company of every Director of the Company shall also be set out in the statement if the extent of such shareholding interest is not less than twenty percent of the paid up share capital of that other Company. Where any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

Omission to give notice not to invalidate the proceedings

105. The accidental omission to give any such notice as aforesaid to any of the Members, of the non-receipt therefore, shall not invalidate the proceedings of any such meeting.

Resolution requiring special notice

106. The Company shall comply with the provisions of Section 190 of the Act relating to resolution requiring Special Notice.

Passing of resolution by postal ballot

106A. Notwithstanding anything contained in these Articles, the Company, in case of resolutions relating to such business as the Central Government may, by notification declare to be conducted only by postal ballot, shall get such resolution passed by means of postal ballot, instead of transacting the business in general meeting of the Company, subject to the provisions of Section 192A of the Act and applicable rules as may be prescribed from time to time.

PROCEEDINGS AT GENERAL MEETINGS

Quorum at General Meeting

107. Five members personally present shall be the quorum for a general meeting and no business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of the business.

If quorum not present, meeting to be dissolved or adjourned

108. If within half an hour from the time appointed for holding a meeting of the Company a quorum be not present, the meeting if convened on the requisition of members, shall stand dissolved and in every other case, shall stand adjourned to the same day in the next week, at the same time and place or to such other day, time and place as the Directors may determine.

- Adjourned meeting to transact business* 109. If at any adjourned meeting also a quorum be not present within half an hour of the time appointed for holding the meeting, the members present, whatever their number, shall be a quorum and shall have power to decide upon all the matters which could properly have been disposed off at the meeting from which the adjournment took place.
- Chairman of General Meeting* 110. The Chairman of the Board of Directors shall be entitled to take the Chair at every General Meeting or if there be no such Chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting or is unwilling to act, the Vice-Chairman (if any) of the Board of Directors shall, if willing, preside as a Chairman of such meeting, and if there be no such Vice-Chairman or in case of his absence or refusal, the Directors present may choose a Chairman and in default of their doing so, the members present shall choose one of the Directors to be a Chairman and if no Directors present be willing to take the Chair, the members present shall choose one of their members to be the Chairman.
- Business confined to election of Chairman whilst Chair vacant* 111. (a) No business shall be discussed at any General Meeting except the election of a Chairman whilst the Chair is vacant.
- (b) If a poll is demanded on the election of the Chairman, it shall be taken forthwith in accordance with the provisions of the Act and these Articles, the Chairman so elected on a show of hands exercising all the powers of the Chairman under the Act and these Articles.
- (c) If some other person is elected Chairman as a result of the poll he shall be Chairman for the rest of the meeting.
- Chairman with consent may adjourn meeting* 112. The Chairman with the consent of any meeting at which a quorum is present, may adjourn any meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- Notice to be given when meeting adjourned for 30 days or more* 113. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

- What would be evidence of the passing of a resolution where poll not demanded*
114. At any General Meeting a resolution put to vote of the meeting shall unless a poll is demanded, be decided on a show of hands. A declaration by the Chairman that on a show of hands a resolution has or has not been carried either unanimously or by a particular majority and an entry to that effect in the books containing the minutes of the proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes cast in favour or against such resolution.
- Demand of poll
115. Before or on the declaration of the result of the voting on any resolution on a show of hands, a poll may be ordered to be taken by the Chairman of the meeting of his own motion and shall be ordered to be taken by him on a demand made in that behalf by any member or members present in person or by proxy and holding shares in the Company which confer a power to vote on the resolution not being less than one-tenth of the total voting power in respect of the resolution, or on which an aggregate sum of not less than fifty thousand rupees has been paid up. The demand for a poll may be withdrawn at any time by the person or persons who make the demand.
- Time and manner of taking poll*
116. A poll demanded on any question (other than the election of the Chairman or on a question of adjournment which shall be taken forthwith) shall be taken at such place in Mumbai and at such time not being later than forty-eight hours from the time when the demand was made as the Chairman may direct Subject to the provisions of the Act, the Chairman of the meeting shall have the power to regulate the manner in which a poll shall be taken and the result of the poll shall be demand to be the decision of the meeting on the Resolution on which the poll was taken.
- Scrutineers at Poll
117. Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him. The Chairman shall have power, at any time before the result of the poll is declared, remove a scrutineer from office and to fill vacancies in the office of scrutineers arising from such removal or from any other cause. Of the two scrutineers appointed under this Article, one shall always be a member (not being an officer or employee of the Company) present at the meeting, provided such a member is available and willing to be appointed.
- Demand for poll not to prevent transaction of other business*
118. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

- Motion how decided in case of equality of Votes*
119. In the case of an equality of 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 casting vote in addition to his own vote or votes to which he may be entitled as a member.
- Chairman's declaration of result of poll*
120. A declaration by the Chairman as to the result of the poll and that a resolution has or has not been carried either unanimously or by a particular majority and an entry to that effect in the books containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.

VOTES OF MEMBERS

- Votes may be given by proxy or attorney*
121. Subject to the provisions of the Act and these Articles, votes may be given either personally or by an attorney or by proxy or in the case of a body corporate also by a representative duly authorised under Section 187 of the Act.
- No member to vote unless calls are paid up*
122. Subject to the provisions of the Act, no member shall be entitled to be present or to vote at any General Meeting either personally or by proxy or attorney or be reckoned in a quorum unless all calls or other sum presently payable by him in respect of shares in the Company have been paid.
- Case of a company being a member of this Company*
123. A corporation, whether a Company within the meaning of the Act or not which is a member of this Company may in pursuance of Section 187 of the Act by resolution of its Directors authorise any of its officials or any other person to act as its representative at any meeting of this Company, or of any class of members of this Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual shareholder of this Company, and at any meeting of this Company the production of a copy of such resolution certified by one Director or the Secretary of such corporation shall be accepted by this Company as sufficient evidence of the validity of the said representative's appointment and his right to vote, provided the corporation which he represents has a right to vote. A representative so appointed shall not be deemed to be a proxy.
- Number of votes to which members entitled*
124. (a) Subject to the provisions of the Act and these Articles upon a poll every member entitled to vote and present in person (including a body corporate present by a representative duly authorised in accordance with the provisions of Section 187 of the Act) shall have one vote.

- (b) Subject to the provisions of the Act and these Articles upon a poll every member entitled to vote and present in person (including a body corporate present as aforesaid) or by attorney or by proxy shall be entitled to vote in respect of every equity share (whether fully paid or partly paid) his voting right shall be in the same proportion as the capital paid-up on such equity share bears to the total paid-up equity capital of the Company.
- No voting by proxy, on show of hands* 125. No member present only by proxy shall be entitled to vote on a show of hands unless such member is a body corporate present by a proxy who is not himself a member, in which case such proxy shall have a vote on the show of hands as if he were a member.
- Rights of Members to use his votes differently* 126. On a poll taken at a meeting of the Company, a member entitled to more than one vote, or his proxy, or other person entitled to vote for him, as the case may be need not, if he votes, use all his votes or cast in the same way all the votes he uses.
127. A member of unsound mind in respect of whom an order has been made by any Court having jurisdiction in lunacy may vote, whether on a show of hands or on a poll, by his Committee or other legal guardian; and any such committee or guardian may, on poll vote by proxy; if any member be a minor, the vote in respect of his share or shares shall be by his guardian, or any of his guardians, if more than one, to be elected in case of dispute by the Chairman of the meeting.
- Votes in respect of shares of deceased, insolvent members* 128. Subject to the provisions of the Act and other provisions of these Articles any person entitled under the transmission clause to transfer any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 hours before the time of holding of the meeting or adjourned meeting, as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.
- Proxy or Attorney* 129. Any member entitled to attend and vote at a meeting, of the Company shall be entitled to appoint another person (whether a member or not) as his Proxy or Attorney to attend and vote instead of himself but a proxy or attorney so appointed shall not have any right to speak at the meeting provided however, the instrument appointing a Proxy or Attorney shall confer authority to demand or join in demanding poll.

- Instrument appointing proxy* 130. Every Proxy shall be appointed by an instrument, in writing signed by the appointer or his attorney duly authorised in writing or, if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it.
- Appointment of Proxy* 131. An instrument of proxy may appoint a proxy either for the purposes of a particular meeting specified in the instrument and any adjournment thereof or it may appoint for the purposes of every meeting of the Company, or of every meeting to be held before a date specified in the instrument and every adjournment of any such meeting.
- Form of Proxy* 132. Every instrument of a proxy whether for a specified meeting or otherwise shall as nearly as circumstances will admit be in any of the forms set out in schedule IX of the Act.
- Deposit of instrument of appointment* 133. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy thereof shall be deposited at the office of the Company not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposed to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the, date of its execution except in the case of the adjournment of any meeting fixed previously to the expiration of such time. An attorney shall not be entitled to vote unless the power of attorney or other instrument has been registered in the records of the Company at any time not less than forty-eight hours before the time for holding the meeting at which the attorney purposes to vote or is deposited at the office of the Company not less than forty-eight hours before the time fixed for such meeting as aforesaid. Notwithstanding that a power of attorney or other authority has been registered in the records of the, Company, the Company may by notice in writing addressed to the member or the attorney given at least fourteen days before the meeting require him to produce the original power of attorney or authority and unless the same its thereon deposited with the Company not less than forty-eight hours, before the time fixed for the meeting tie attorney shall not be entitled to vote at such meeting unless the Directors in their absolute discretion excuse such non-production and deposit.
- Inspection of proxies* 134. Every member entitled to vote at a meeting of the company according to the provisions of these Articles on any resolution to be moved there at shall be entitled during the period beginning twenty-four hours before the time fixed for the commencement of the meeting and ending with the

conclusion of the meeting, to inspect the proxies lodged, at any time during the business hours of the Company provided not less than three days' notice in writing of the intention to inspect is given to the Company.

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| <i>Custody of the instrument</i> | 135. If any such instrument of appointment be confined to the object of appointing an attorney or proxy, it shall remain permanently, or for such time as the Directors may determine, in the custody of the Company; if embracing other objects, a copy whereof, examined with the original shall be delivered to the Company to remain in their custody. |
| <i>Validity of votes given by proxy notwithstanding death of member</i> | 136. A vote given in accordance with the terms of an instrument of proxy or by an attorney shall be valid, notwithstanding the previous death of the principal or revocation of the proxy or power of attorney as the case may be or of any power of attorney under which such proxy was signed, or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death, revocation or transfer shall have been received at the office before the meeting. |
| <i>Time for objection to vote</i> | 137. Subject to provisions of the Act and these Articles, no objection shall be made to the validity of any vote, except at the meeting or poll at which such vote shall be tendered, and every vote, whether given personally or by proxy or by any means hereby authorised and not disallowed at such meeting or poll, shall be deemed valid for all purpose of such meeting or poll whatsoever. |
| <i>Chairman of any meeting to be the judge of validity of any vote</i> | 138. Subject to the provisions of the Act and these Articles, the Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. Subject is aforesaid the Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll. |
| <i>Equal rights of shareholders</i> | 139. Any shareholder whose name is entered in the Register of Members of the Company shall enjoy the same rights and be subject to the same liabilities as all other shareholders of the same class. |
| <i>Restrictions on exercise of voting rights of members who have not paid calls etc.</i> | 140. No member shall exercise any voting right in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has and has exercised any right of lien. |

Restrictions on exercise of voting right in other case to be void 141. A member is not prohibited from exercising his voting right on the ground that he had not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or any other ground not being a ground set out in Article 141.

**BOARD OF DIRECTORS MANAGEMENT
AND MANAGING DIRECTOR**

Board of Directors 142. The Board of Directors of the Company shall not be less than three and shall not be more than twelve.

Present Directors 143. The first Directors of the Company shall be :

- (1) Mr. K. N. Shenoy
- (2) Mr. A. K. Thiagarajan
- (3) Mr. S. R. Divatia

Government Director 144. If and when the Company receives any loan or assistance in whatsoever shape from the Central or State Government or from any Finance Corporation of the said Government, the Company shall be entitled to agree with the Central or State Government or such Finance Corporation, as the case may be and, if so agreed, they shall have the right to appoint one person as a Director on the Board of Directors of the Company with power to remove such Director from office and on vacancy being caused in such office from any cause whether by resignation, death, removal or otherwise to appoint another person as a Director of the Company. The Director appointed under this Article is hereinafter referred to as "Government Director" and the term "Government Director" means the Director for the time being in office under this Article. Such Director shall not be bound to hold any qualification shares and shall not be liable to retire by rotation or subject to the provisions of the Act be removed from his office by the Company.

Technical Director 145. If and when the, Directors desire to have any technical or expert person on the Board of Directors for the purpose of furthering the interest of the Company, the Directors shall have a power to appoint either by filling a casual vacancy or as an addition to the Board such technical or expert person as a Director on the Board of Directors of the Company. The Director appointed under this Article is hereinafter referred to as "the Technical Director" and the term "Technical Director" means the Director for the time being in office munder this Article. Such Technical Director shall not be bound to hold any qualification shares.

- Debenture Director* 146. Any Trust Deed for securing debentures or debenture stock may, if so arranged, provide, and such provision shall entitle the Trustees thereof or the holders of the debentures or debenture stock as the case may be, to appoint one person as a Director on the Board of Directors of the Company with power to remove any Director so appointed and on a vacancy being caused in such office from any cause, whether by resignation, death, removal or otherwise, to appoint another person as, a Director of the Company. The Director appointed under this Article is hereinafter referred to as "Debenture Director" and the term "Debenture Director" means a Director for the time being in office under this Article. A Debenture Director shall not be bound to hold any qualification shares and shall not be liable to retire by rotation or subject to the provisions of the Act, be removed by the Company. The Trust Deed may contain such ancillary provisions as may be arranged between the Company and the Trustees, and all such provisions shall have effect notwithstanding any of the other provisions herein contained.
- Appointment of Alternate Director* 147. The Board of Directors of the Company may appoint an Alternate Director to act for a Director (hereinafter called the "Original Director") during his absence for a period not less than threemonths from the State of Maharashtra and such appointment shall have effect and such appointee whilst he holds office as an Alternate Director shall be entitled to notice of meetings of Directors and to attend and vote thereat accordingly. An Alternate Director appointed under this article shall not hold office as such for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to the State of Maharashtra. If he term of office of the Original Director is determined before he returns to the State of Maharashtra any provision in the Act or in these Articles for the automatic reappointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the alternate Director.
- Appointment of Managing Director* 148. Subject to the provisions of the said Act and subject to the exercise of the right conferred for appointment of a Chief Executive as referred to in Article 150 of these Articles :-
- (a) The Directors may, from time to time, appoint one or more of their body to be the Managing Director of the Company either for a fixed term or without any limitation as to the period but not exceeding five years at a time for which he is to hold such office and may, from time to time, subject to the provisions of any contract between him and the Company, remove ordismis him from office and appoint another in his place.

- (b) Subject to the provisions of the Act a Managing Director shall not whilst he continues to hold that office be subject to retirement by rotation and shall not be reckoned as a Director for the purpose of determining the rotation of retirement of Directors or in fixing the number of Directors to retire but subject to the same provisions as to resignation and removal as the other Directors of the Company and shall ipso facto and immediately cease to be a Managing Director if he ceases to hold the office of a Director from any cause.
- (c) Subject to the provisions of Section 198, 309, 310, 311 and 314 and other applicable provisions of the Act, the remuneration of a Managing Director shall, subject to the provisions of any contract between him and the Company from time to time, be fixed by the Company in General Meeting or so far as the Act may allow by the Directors, and may be by way of a fixed salary, or commission on dividends, profit of turnover of the Company or of another Company in which the Company is interested or by participation in any such profits or by any or of all those modes.
- (d) Subject to the provisions of the Act, the Directors may, from time to time, entrust and confer upon a Managing Director for the time being such of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and from time to time revoke, withdraw, alter or vary all or any of such powers.

*Appointment of
Ex-officio Director*

149. So long as the word "GE" shall continue to be used as a part of the corporate name of the company as provided in Article 4 (I) then "General Electric Company, USA", a Company incorporated under the Laws of United States (hereinafter for the sake of brevity referred to as "GE") or any of:

- (I) any company or corporation being a holding or subsidiary or parent or associate company of General Electric Company, USA (all of which are hereinafter for the sake of brevity referred to as the "Corporations") shall be entitled to appoint in the aggregate not less than one-third of the total number of Directors on the Board of Directors of the Company and to remove any such Directors so appointed and to appoint another in his place or in place of any such Director who resigns or otherwise vacates his office. Such appointment and removal shall be effected by writing to the Board of Directors of the Company and such writing shall be signed by the Director, Secretary or a Principal Officer authorized in that behalf by "GE" (which shall be

authorized to also act on behalf of any of the “Corporations”) and such appointment or removal shall take effect immediately upon such writing being delivered to the Company. Any Director(s) so appointed shall not be required to hold any qualification shares and shall not be liable to retire by rotation at any general meeting of the Company, however the number of such non-retiring Director(s) shall not exceed one-third of the total number of Directors.

Provided that:

- (a) the rights conferred upon “GE” or any of the “Corporations” under this Article shall be subject to the provisions of Section 255 of the said Act, and the provisions of these Articles.
- (b) any Chief Executive who is also a Director of the Company appointed in accordance with Article 150, shall also be taken into account whilst computing the limit of one-third, of the total number of Directors who can be appointed as above.
- (c) The rights under this Article shall be subject to the rights conferred upon any Public Financial Institution under any statutory provision or under any arrangement entered into and/or under any agreement executed with them by the Company to nominate a Director or Directors on the Board of the Company.
- (d) The rights conferred under this Article shall not be capable of being assigned or transferred or exercised by any other party save those, which are expressly referred to hereinabove.

*Appointment of
Chief Executive*

150. (1) Notwithstanding anything contained in Article 148, but subject to the provisions of any law, contract or other arrangements, so long as “General Electric Company, USA” or any one or more of the Companies or Corporations referred to in Article 149, singly or collectively hold not less than 26% of the paid up equity share capital of the Company, “General Electric Company, USA” or any such Companies or Corporations shall be entitled to appoint a Chief Executive who shall be a Managing Director of the Company and to remove any such Chief Executive so appointed and appoint another in his place or in place of such Chief Executive who resigns or otherwise vacates his office. Such appointment and removal shall be effected by a writing, addressed to the Board of Directors of the Company and signed by the authorized persons (duly authenticated) of “General Electric Company, USA” and/or such Companies or Corporations referred to above and the same shall have effect immediately upon being delivered to the Company.
- (2) Subject to the other provisions of these Articles and of the Act

and the overall supervision, control, superintendence of the Board, the Chief Executive shall have the management of the affairs of the Company. The remuneration of Chief Executive shall be such as may be determined by the Board of Directors of the Company from time to time, and may be by way of monthly payment, annual remuneration, commission or participation in profits or by any or all of these modes or any other mode not expressly prohibited by the Act.

- (3) Any Chief Executive so appointed shall not be required to hold any qualification shares and shall not be liable to retire by rotation at any general meeting of the Company. Any Chief Executive so appointed shall be taken in to account for ascertaining the total number of non-rotational directors as may be appointed on the Board of Directors of the Company and shall also be taken in to account and shall be regarded as Director appointed by "General Electric Company, USA" and/or the aforesaid Companies or Corporations collectively referred to above under the provisions of Article 149.

*Appointment of
Whole time
Director*

151. Subject to the provisions of the Act, the Directors may, from time to time, appoint one or more of their body to the office of Whole-time Director for such period and on such terms as the Board may think fit and subject to the terms of any agreement entered into with him may revoke such appointment. Provided that, a Director so appointed shall not whilst holding such office be subject to retirement by rotation or be taken into account in determining the retirement by rotation of Directors, unless otherwise decided in the board meeting, but the appointment shall automatically determine if he ceases to be a Director.

*Power of Board to
fill casual
vacancies*

152. If any Director other than Whole time Director vacates his office, before the expiry of his term of office in the normal course, the Board of Directors shall have power to appoint any other person to be a Director to fill the resulting casual vacancy PROVIDED ALWAYS that a person appointed to fill such casual vacancy shall be proposed by and represent the party or parties represented by the Director who has so vacated his office.

*Appointment of
Additional Director*

153. Subject to the provisions of Sections 260 and 284(6) and other applicable provisions, if any, of the Act the Directors shall have power at any time and from time to time to appoint any person as an Additional Director to the Board but so that the total number of Directors shall not exceed the maximum number fixed as above; but any Director appointed under this Article shall hold office only up to the date of the next following Annual General Meeting of the Company but shall be eligible for re-election at such meeting.
154. It shall not be necessary for a Director to hold any qualification shares.

*Qualification
Shares of Director
Remuneration of
Directors*

155. Every Director shall be paid such amount of remuneration by way of a fee not exceeding such sum as may be prescribed by the Act or the Central Government from time to time, as may be determined by the Board for each meeting of the Board or Committee thereof attended by him and subject to the limitations provided by the Act, the Directors shall be paid such further remuneration, if any, as the Company in General Meeting shall from time to time determine and such further remuneration shall be divided among the Directors in such proportion and manner as the Directors may from time to time determine. The Directors may allow and pay to any Director who travels for the purpose of attending and returning from meetings of the Board of Directors or any Committee thereof or General Meetings, or in connection with the business of the Company his travelling and hotel and other expenses incurred by him in consequence or for the purpose of his attendance, and in connection with the business of the company in addition to his fees for attending such meetings as above specified and other remuneration payable to him.

*Remuneration by
way of Commission*

156. Subject to the provisions of the Act, a Director who is neither in the whole time employment of the Company nor a Managing Director may be paid remuneration either by way of monthly, quarterly or annual payment or subject to the approval of the Company in General Meeting by Special Resolution by way of commission, provided that the remuneration paid to such Director or where there is more than one such Director, to all of them together, shall not exceed one per cent of the net profits of the Company if the Company has a Managing or Whole time director or Manager and in any other case three per cent of the net profits of the company provided further that the Company in General Meeting may authorise the payment of such remuneration at the rate exceeding one percent or as the case may be three per cent of its net profits.

*Additional
remuneration for
extra services*

157. Subject to the limitations provided by the Act and these Articles, if any Director shall be called upon to go or reside out of Mumbai on the Company's business or otherwise perform extra services, the Board may arrange with such Director for such special remuneration for such services either by way of salary, commission or the payment of a stated sum of money as they think fit, in addition to or in substitution for his remuneration above provided and all the Directors shall be entitled to be repaid any traveling or other expenses incurred in connection with the business of the Company.

Directors may act notwithstanding Vacancy

158. The continuing Directors may act notwithstanding any vacancy in their body but so that subject to the provisions of the Act, if the number falls below the minimum above fixed and notwithstanding the absence of a quorum the Directors may act for the purpose of filling up vacancies or for summoning a General Meeting of the company or in emergencies only.

When office of Directors to become vacant

159. (a) Subject to Section 283 (2) of the Act, the Office of a Director shall become vacant if:-

- (i) he fails to obtain within the time specified in sub section 270 of the Act, or at any time thereafter cases to hold, the share qualification, if any, required of him by these Articles; or
- (ii) he is found to be of unsound mind by a Court of competent jurisdiction; or
- (iii) he applies to be adjudicated an insolvent; or
- (iv) he is adjudged an insolvent; or
- (v) he is convicted by a Court of any offence involving moral turpitude, and sentenced in respect thereof to imprisonment for not less than six months; or
- (vi) he fails to pay any call made on him in respect of shares of the company held by him, whether alone or jointly with others, within six months from the last dated fixed for the payment of the calls unless the Central Government has, by notification in the Official Gazette removed disqualification incurred by such failure; or
- (vii) he absents himself from three consecutive meetings of the Board of Directors or from all meetings of the Board of Directors for a continuous period of three months, whichever is longer, without obtaining leave of absence from the Board of Directors; or
- (viii) he (whether by himself or by any person, for his benefit or on his account) or any firm in which he is a partner or any private Company of which he is a Director, accepts a loan or any guarantee or security for a loan from the Company in contravention of Section 295 of the Act; or
- (ix) he acts in contravention of Section 299 of the Act and by

virtue of such contravention shall be deemed to have vacated office; or

- (x) he becomes disqualified by an order of the Court under Section 203 of the Act; or
- (xi) he is removed in pursuance of Article 169 or Section 284 of the Act; or
- (xii) any office or place of profit under the Company or any subsidiary thereof is held by him in contravention of Article 161 and Section 314 of the Act and the Director shall have been deemed to have vacated office in terms of the said Article or Section.

Registration

- (b) Subject to the provisions of the Act, a Director may resign his office at any time by notice in writing addressed to the Company or to the Board of Directors.

Directors may contract with Company

- 160.
- (a) Subject to the provisions of sub-clauses (b), (c), (d), (e) and (f) of this Article and the restrictions imposed by Article 164 and the other Articles hereof and the Act and the observance and fulfillment thereof, no Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, agent, broker or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be any way interested, be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him as provided by sub-clauses (b), (c) and (d) hereof. (b) Every Director who is in any way whether directly or indirectly concerned or interested in a contract or arrangement or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company shall disclose the nature of his concern or interest at a meeting of the Board of Directors or as provided by sub-clause (d) hereof.
 - (c) (i) In the case of a proposed contract or arrangement, the disclosure under sub-clause (b) above, shall be made at the meeting of the Board at which the question of entering

into the contract or arrangement is first taken into consideration, or if the Director was not at the date of the meeting concerned or interested in the proposed contract or arrangement, at the first meeting of the Board held after he becomes so concerned or interested.

- (ii) In the case of any other contract or arrangement the required disclosure shall be made at the first meeting of the Board held after the Director becomes concerned or interested in the contract or arrangement.

General notice of Interest

- (d) For the purpose of this Article, a general notice given to the Board of Directors by a Director to the effect that he is a Director or member of a specified body corporate or is a member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may after the date of the notice be entered into with that body corporate or firm shall be deemed to be sufficient disclosure of concern or interest in relation to any contract or arrangement so made. Any such general notice shall expire at the end of the financial year in which it is given but may be renewed for further period of one financial year at a time by a fresh notice given in the last month of the financial year in which it would have otherwise expired. The general notice aforesaid and any renewal thereof shall be given at a meeting of the Board of Directors or the Directors concerned shall take reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.
- (e) Nothing contained in sub-clause (b), (c) or (d) shall apply to any contract or arrangement entered into, or to be entered into between the Company and any other company where any of the Directors of the company or two or more of them together holds or hold not more than two per cent of the paid-up share capital in the other company.

Interested Directors not to participate in Board's proceedings

- (f) An interested Director shall not take any part in the discussions of, or vote on, any contract or arrangement entered into, by or on behalf of the Company, if he is in anyway, directly or indirectly, concerned or interested in the contract or arrangement, nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote; and if he does vote, his vote shall be void, PROVIDED THAT this prohibition shall not apply :-
- (i) to any contract of indemnity against any loss which the Directors or any one or more of them may suffer by reason of ;becoming or being sureties or a surety for the Company;

- (ii) to any contract or arrangement entered into with a public company or private company which is a subsidiary of a public company in which the interest of the Director consists solely in his being a Director of such company and the holder of not more than shares of such number or value therein as is requisite to qualify him for appointment as a Director thereof, he having been nominated as such Director by the Company; or in his being a member holding not more than two per cent of the paid-up share capital of such company;
 - (iii) in case a notification is issued under sub-section (3) of Section 300 of the Act to the extent specified in the notification.
- Register of contract in which Directors are interested* 161. (a) The Company shall keep one or more Registers in which shall be entered separately particulars of all contracts of arrangements to which Section 297 or Section 299 to the Act applies, including the following particulars to the extent they are applicable in each case namely,
- (i) the date of the contract or arrangement;
 - (ii) the names of the parties thereto;
 - (iii) the principal terms and conditions thereof;
 - (iv) in the case of contract to which Section 297 of the Act applies or in the case of contract or arrangement to which sub-section (2) of Section 299 of the Act applies, the date on which it was placed before the Board;
 - (v) the names, of the Directors voting for and against the contract or arrangement and the names of those remaining neutral.
- (b) Particulars of every such contract or arrangement to which Section 297 or Section 299 (2) applies shall be entered in the relevant Register aforesaid :
- (i) in the case of a contract or arrangement requiring the Board's approval within seven days (exclusive of public holidays) of the meeting of the Board at which the contract or arrangement was approved; and
 - (ii) in the case of any other contract or arrangement within seven days of the receipt at the Registered Office of the Company of the particulars of such other contract or

arrangement or within thirty days of the date of such other contract or arrangement whichever is later; and the Register shall be placed before the next meeting of the Board and shall then be signed by all the Directors present at the meeting.

- (c) The Register aforesaid shall also specify, in relation to each Director of the Company the names of the firms and bodies corporate of which notice has been given by him under sub-section (3) of Section 299 of the Act.
- (d) Nothing herein contained shall apply to any contract or arrangement for the sale, purchase or supply of any goods, materials or services if the value of such goods and materials or the cost of such services does not exceed Rs. 5000/- in the aggregate in any year.

*Directors may be
Directors of
Companies
promoted by the
Company*

162. (a) A Director may become a Director of any company promoted by the Company or in which it may be interested as a vendor, shareholder or otherwise and subject to the provisions of the Act and these Articles no such Director shall be accountable for any benefits received as Director or shareholder of such Company.

*Disclosure by
Director of
appointments*

- (b) A Director shall within twenty days of his appointment to or relinquishment of his office as Director, Managing Director, Manager or Secretary in any other body corporate disclose to the Company the particulars relating to his office in the other body corporate which are required to be specified under Section 303(1) of the Act. The Company shall enter the aforesaid particulars in a register kept for the purpose in conformity with Section 303 of the Act.

*Directors to give
notice of his
shareholdings*

- (c) A Director shall give notice in writing to the Company of his holding of shares and debentures of the Company or its subsidiary, together with such particulars as may be necessary to enable the Company to comply with the provisions of Section 307 of the Act. If such notice be not given at a meeting of the Board, the Director shall take all reasonable steps to secure that it is brought up and read at the meeting of the Board next after it is given. The Company shall enter particulars of a Director's holding of shares and debentures as aforesaid in the register kept for that purpose in conformity with Section 307 of the Act.

Loans to Directors

163. The Company shall observe the restrictions imposed on the Company in regard to grant of loans (including giving any guarantee or providing any security in connection with a loan) to Directors and other persons as

provided in Section 295 and other applicable provisions (if any) of the Act.

*Board Resolution
at a meeting
necessary for
certain contracts*

164. (a) Except with the consent of the Board of Directors of the Company, a Director of the Company or his relative, a firm in which such a Director or relative is a partner, any other partner in such a firm or a private company of which the Director is a member or Director, shall not enter into any contract with the Company for:
- (i) the sale, purchase or supply of any goods, materials or services; or
 - (ii) for underwriting the subscription of any shares in or debentures of the Company.
- (b) Nothing contained in the foregoing sub-clause shall effect :-
- (i) the purchase of goods and materials from the Company or the sale of goods and materials to the Company, by any Director, relative, firm, partner or private Company as aforesaid for cash at prevailing market price; or
 - (ii) any contract or contracts between the Company on one side and any such Director, relative, firm, partner or private Company on the other for sale, purchase or supply of any goods, materials and services in which either the Company or the Director, relative, firm, partner or private company as the case may be, regularly trades or does business; Provided that such contract or contracts do not relate to goods and materials the value of which, or services the cost of which, exceeds Five Thousand Rupees in the aggregate in any year comprised in the period of the contract or contracts.
- (c) Notwithstanding anything contained in the foregoing sub-clause (a) and (b), a Director, relative, firm, partner or private company as aforesaid may, in circumstances of urgent necessity, enter, without obtaining the consent of the Board, into any contract with the Company for the sale, purchase or supply of any goods, materials or services even if the value of such goods or cost of such services exceeds five thousand rupees in the aggregate in any year comprises in the period of the contract; but in such a case, the consent of the Board shall be obtained at a meeting within three months of the date on which the contract was entered into.
- (d) Every consent of the Board required under this Article shall be accorded by a Resolution passed at a meeting of the Board and

not otherwise, and the consent of the Board required under Sub-clause (a) above shall not be deemed to have been given within the meaning of that sub-clause unless the consent is accorded before the contract is entered into or within three months of the date on which it was entered into.

- (e) If consent is not accorded to any contract under this clause, anything done in pursuance of the contract shall be voidable at the option of the Board.
- (f) The Director so contracting or being so interested shall not be liable to the Company for any profit realised by any such contract or the fiduciary relation thereby established.

RETIREMENT AND ROTATION OF DIRECTORS

*Rotation of
Directors*

165. Not less than two-thirds of the total number of Directors shall (a) be persons whose period of office is liable to determination by retirement of Directors by rotation and (b) save as expressly provided in the Act, be appointed by the Company in General Meeting.

The remaining Directors shall, in default of and subject to any regulations in the Articles of the Company also be appointed by the Company in General Meeting.

*Ascertainment of
Directors retiring by
rotation and filling
up vacancies*

166. (1) At every Annual General Meeting one-third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office.
- (2) The Directors to retire by rotation at every general meeting shall be those who have been longest in office since their last appointment, but as between persons who become Directors on the same day, those who are to retire shall, in default of and subject to any agreement among them be determined by lot.
- (3) At the Annual General Meeting, at which a Director, retires as aforesaid, the Company may fill up the vacancy by appointing the retiring Director or some other person thereto.
- (4) (a) If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place,

- (b) If at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting, unless :-
- (i) at the meeting or at the previous meeting a resolution for the re-appointment of such Director has been put to the meeting and lost;
 - (ii) the retiring Director has, by a notice in writing addressed to the Company or its Board of Directors expressed his unwillingness to be so re-appointed;
 - (iii) he is not qualified or disqualified for appointment;
 - (iv) a resolution, whether special or ordinary is required for his appointment or reappointment in virtue of any provisions of the Act, or
 - (v) the provision to sub-section (2) of Section 263 of the Act is applicable to the case.

*Notice of
candidature for
office of Directors*

167. (a) Subject to the provisions of the Act and these Articles any person who is not a retiring Director shall be eligible, for appointment to the office of Director at any General Meeting if he or some member intending to propose him has at least fourteen clear days before the meeting left at the office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for that office as the case may be along with a deposit of five hundred rupees which shall be refunded to such person or, as the case may be, to such member, if the Person succeeds in getting elected as a Director.
- (b) Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the company a notice under Section 257 signifying his candidature for the office of a Director) proposed as a candidate for the office of a director shall sign and file with the Company his consent in writing to act as a Director, if appointed.
- (c) A person other than :-
- (i) a Director re-appointed after retirement by rotation or immediately on the expiry of his term of office, or

- (ii) an Additional or Alternate Director, or a person filling a casual vacancy in the office of a Director under Section 262 of the Act, appointed as a Director or re-appointed as an Additional or Alternate Director, immediately on the expiry of his term of office, or a person named as a Director of the Company under its Articles as first registered, shall not act as a Director of the Company unless he has within thirty days of his appointment signed and filed with the Registrar his consent in writing to act as such Director.

*Individual
Resolution for
Director's
appointment*

168. At a General Meeting of the Company, a motion shall not be made for the appointment of two or more persons as Directors of the Company by a single resolution unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it. A resolution moved in contravention of this Article shall be void whether or not objection was taken at the time of its being so moved; Provided that where a resolution so moved is passed no provision for the automatic reappointment of the Director by virtue of these Articles or the Act in default of another appointment shall apply.

REMOVAL OF DIRECTORS

*Removal of
Directors*

169. The Company may by an ordinary resolution remove any Director in accordance with procedure and provision, laid down in Section 284 of the Act. A vacancy created by such removal shall be filled in, in the manner laid down in Section 284 of the Act.

PROCEEDING OF BOARD OF DIRECTORS

*Meetings of
Directors*

170. The Directors may meet together as a Board for the dispatch of business from time to time and shall so meet at least once in every three months and at least four such meetings shall be held in every year and they may adjourn and otherwise regulate their meetings and proceedings as they may deem fit. The provisions of this Article shall not 'be deemed to be contravened merely by reason' of the fact that a meeting of the Board which had been called in compliance with the terms herein mentioned could not be held for want of a quorum.

*When Meeting to
be convened and
notice thereof*

171. The Chairman / Managing Director may at any time and shall upon the request of a Director convene a meeting of the Directors. Notice of every meeting of the Directors of the Company shall be given in writing to every Director for the time being in India and at his usual address in India to every other Director Notice may be given by telegram to any Director who is not in the State of Maharashtra.

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| <i>Quorum</i> | 172. The quorum of meetings of the Directors shall be that prescribed under Section 287 of the Act. |
| <i>Adjournment of meeting for want of quorum</i> | 173. If a meeting of the Board cannot be held for want of a quorum, then the meeting shall stand adjourned to such day, time and place as the Director or Directors present at the meeting may fix. |
| <i>Directors may appoint a Chairman</i> | 174. The Directors may elect a Chairman of their meetings, and determine the period for which he is to hold office. |
| <i>Vice Chairman</i> | 175. The Directors may appoint a Vice Chairman of the Board of Directors to preside at meetings of the Directors at which the Chairman shall not be present. |
| <i>Questions at Board Meetings how decided</i> | 176. Questions arising at a meeting of the Board or any Committee thereof shall be decided by a majority of votes, which majority shall include the positive vote of at least one Director appointed under Article 149. |
| <i>Who to preside at meeting of Board</i> | 177. All meetings of the Directors shall be presided over by the Chairman, if present, but if at any meeting of Directors the Chairman be not present at the time appointed for holding the same, the Vice Chairman if present, shall preside and if he be not present at such time, then and in that case, the Directors shall choose one of the Directors then present to preside at the meeting. |
| <i>Questions at Board Meetings how decided</i> | 178. Questions arising at any meeting of Directors shall be Meetings how decided by a majority of votes, and in case of an equality of votes, the Chairman of the meeting (whether the Chairman or Vice Chairman appointed by virtue of these Articles or the Director presiding at such meetings) shall have a second or casting vote. |
| <i>Power of Board Meeting</i> | 179. A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and directions which by or under' the Act or the Articles of the Company are for the time being vested in or exercisable by the Board generally. |
| <i>Directors may appoint Committee</i> | 180. Subject to the provisions of Section 292 of the Act and these Articles the Directors may delegate any of their powers to Committees consisting of such member or members of their body as they think fit, and they may from time to time revoke and discharge any such Committee either wholly or in part, and either as to person or purposes; but every Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by |

the Directors. All acts done by any such Committee in conformity with such regulations and in fulfillment of the purpose of their appointment but not otherwise, shall have the like force and effect as if done by the Board. Subject to the Provisions of the Act, the Board may from time to time fix the remuneration to be paid to any member or members of their body constituting a Committee appointed by the Board in terms of these Articles, and may pay the same.

*Meeting of
Committees how to
be governed*

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

*Resolution by
circular*

182. (a) A resolution passed by circular, without a meeting of the Board or a Committee of the Board appointed under Articles 180 shall, subject to the provisions of sub-clause (b) hereof and the Act be as valid and effectual as a resolution duly passed at a meeting of the Directors or of a Committee duly called and held.

(b) A resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, if the resolution has been 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 for a meeting of the Board or Committee as the case may be), and to all other Directors or members of the Committee at their usual address in India and has been approved by such, of the Directors or members of the Committee as are then in India or by a majority of such of them as are entitled to vote on the resolution. Provided that no such resolution shall be deemed to have been passed unless it includes the positive vote atleast one Director appointed under Article 149.

*Acts of Board or
Committees valid
notwithstanding
informal
appointment*

183. Subject to the provisions of the Act and these Articles, all acts done by any meeting of the Directors, or by a Committee of Directors, or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were disqualified or that their or his appointment had terminated by virtue of

any provision contained in the Act or these Articles be as valid as if every such person had been duly appointed, and was qualified to be a Director or his appointment had not terminated.

POWERS OF DIRECTORS

- General Power of the Board*
184. (a) Subject to the provisions of the Act and these Articles, the Board of Directors of the Company shall be entitled to exercise all such powers, and to do all such acts and things, as the Company is authorised to exercise and do; Provided that the Board shall not exercise any power or do any act or thing which is directed or required whether by the Act or any other Act or by the Memorandum or these Articles or otherwise, to be exercised or done by the Company in General Meeting; Provided further that in exercising any such power or doing any such act or thing the Board shall be subject to the provisions contained in that behalf in the Act or in any other-Act or in the Memorandum or in these Articles or in any regulations not inconsistent therewith duly made thereunder including regulations made by the Company in General Meeting.
- (b) No regulation made by the Company in General Meeting shall invalidate any prior act of the Board which have been valid if that regulation had not
- Consent of Company necessary for the exercise of certain powers*
185. The Board of Directors shall not, except with the consent of the Company in General Meeting:
- (a) Sell, lease or otherwise dispose of the whole, or substantially the whole, of the undertaking of the Company, or where the Company owns more than one undertaking, of the whole, or substantially the whole, of any such undertaking;
- (b) Remit, or give time for the repayment of any debt due by a Director;
- (C) Invest otherwise than in trust securities, the amount of compensation received by the Company in respect of the compulsory acquisition, of any such undertaking as is referred to in sub-clause (a) above, or of any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time;
- (d) Borrow moneys in excess of the limits provided in Article 91;

- (e) Contribute, to charitable and other funds not directly relating to the business of the Company or the welfare of its employees any amounts the aggregate of which will in any financial year, exceed rupees fifty thousand or five per cent of its average net profits as determined in accordance with the Act during the three financial years, immediately preceding whichever is greater, Provided further that contributions to any political party or for any political purpose will be subject to Section 293A of the Act.
- Certain powers to be exercised by the Board only at Meeting*
186. (a) Without derogating from the powers vested in the, Board of Directors under these Articles, the Board shall exercise the following powers on behalf of the Company and they shall do so only by means of resolutions passed at meetings of the Board :
- (i) The power to make calls on shareholders in respect of money unpaid on their shares;
 - (ii) The power to issue debentures;
 - (iii) The power to borrow moneys otherwise than on debentures;
 - (iv) The power to invest the funds of the Company;
 - (v) The power to make loans.
- Provided that the Board may by resolution passed at a meeting delegate to any Managing Director or to any committee of Directors or any other principal officer of the Company, or in case of a Branch Office of the Company, to a principal officer of the Branch Office the powers specified in (ii), (iv) and (v) of this sub-clause to the extent specified below:
- (b) Every resolution delegating the power referred to in sub-clause (a) (iii) shall specify the total amount outstanding at any one time up to which moneys, may be borrowed by the delegates. Provided however, that where the Company has an arrangement with its bankers for the borrowing of moneys by way of overdraft, cash credit or otherwise, the actual day to day operation of the overdraft, cash credit or other accounts by means of which the arrangement made is availed of shall not require the sanction of the Board.
- (C) Every resolution delegating the power referred to in sub-clause (a) (iv) shall specify the total amount up to which the funds may

be invested and the nature of the investments which may be made by the delegates.

- (d) Every resolution delegating the power referred to in sub-clause (a) (v) shall specify the total amount up to which loans may be made by the delegates, the purpose for which the loans may be made and the maximum amount of loans which may be made for each such purpose in individual cases.
- (e) Nothing in this Article contained shall be deemed to affect the right of the Company in General Meeting to impose restrictions and conditions on the exercise of the Board of any of the powers referred to in sub-clause (a) above.

Specific powers of the Board

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

To pay commission and interest

- (a) To pay and charge to the capital account of the company any commission or interest lawfully payable there out under the provisions of Section 76 and 208 of the Act; and Articles 33 and 34.

To acquire property

- (b) Subject to the provisions of Sections 292 and 297 of the Act, and these Articles to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit; And in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory;

To pay for property in debentures and otherwise

- (c) At their discretion and subject to the provisions of the Act to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially, in cash or in shares, bonds, debentures, debenture-stock, mortgages or other securities of the Company, and any such shares may be issued either as fully paid-up or with such amount credited as paid-up thereon as may be agreed upon; and any such bonds, debentures, debenture-stock, mortgages or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged;

- (d) To acquire by purchase, lease or in exchange or otherwise lands, buildings, hereditaments, machinery, rights, privileges or properties movable or immovable;
- (e) To erect, construct, enlarge, improve, alter, maintain, pull down, rebuild or reconstruct any buildings, factories, offices, workshops or other structures necessary or convenient for the purposes of the Company and to acquire lands for the purposes of the Company;
- (f) To let, mortgage, charge, sell or otherwise dispose of, subject to the provisions of Section 293 of the Act, any property of the Company either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as they think fit and to accept payment or satisfaction for the same in cash or otherwise, as they may think fit;
- To secure contracts by mortgage*
- (g) To secure the fulfillment of any contracts, agreements or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit;
- To purchase moveable or immoveable property etc.*
- (h) To purchase or otherwise acquire for the Company any property (moveable or immovable), rights or privileges and to erect buildings for the works and purposes of the Company at or for such price or consideration and generally on such terms and conditions as they may think fit;
- Insurance*
- (i) To insure and keep insured against loss or damages by fire or otherwise for such period and to such extent as they may think proper all or any part of the buildings, machinery, goods, stores, produce and other moveable property of the Company either separately or conjointly; also to insure all or any portion of the goods, produce, machinery and other articles imported or exported by the Company and to sell assign surrender or discontinue any policies of assurance effected in pursuance of this power;
- Bank Accounts*
- (j) To open accounts with any bank or bankers or with any Company firm or individual and to pay money into and draw money from any such account from time to time as the Directors may think fit;
- Conditions as to transfer*
- (k) To attach to any shares to be issued as the consideration or part of the consideration for any contract with or property acquired by the Company, or in payment for services rendered to the

- Company, such condition as to the transfer thereof as they think fit;
- To accept
surrender of shares* (l) To accept from any member, so far as may be permissible by law, a surrender of his shares or any part thereof, on such terms and conditions as shall be agreed;
- To appoint
Trustees* (m) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company, or in which it is interested, or for any other purposes; and to execute and do all such deeds, and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees;
- To bring and
defend actions etc.* (n) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, or of any claims or demands by or against the Company, and to refer any claims or demands by or against the Company or any differences to arbitration and observe and perform any awards made thereon;
- To act in
insolvency matters* (o) To act on behalf of the Company in all matters relating to bankrupts and insolvents;
- To give receipt* (p) To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company;
- To invest moneys* (q) Subject to the provisions of Section 292, 293(1)(c) and 295, 372 A and 373 of the Act and these Articles, to invest and deal with moneys of the Company not immediately required for the purpose thereof upon such securities (not being shares of this Company) or without security in such manner as they think fit and from time to time to vary or realise such investments, and to execute all assignments and transfers, receipts and documents they may be necessary or expedient in that behalf; Provided that save as permitted by Section 49 of the Act, all investments shall be made and held in the Company's own name;
- To execute
mortgages* (r) To execute in the name and on behalf of the Company in favour of any Director or any other person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit; and any such

mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon;

- (s) To refer, subject to the provisions of Section 293 of the Act, any claims or demands by or against the Company to arbitration and observe and perform the awards;
 - (t) Subject to such sanction as may be necessary under the Act or the Articles, to give to any Director, Officer or other person employed by the Company, an interest in any particular business or transaction either by way of commission on the gross expenditure thereon or otherwise or a share in the General Profits of the Company, and such interest, commission or share of profits shall be treated as part of the working expenses of the Company.
 - (u) To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents, and to give the necessary authority for such purpose;
 - (v) To distribute, by way of bonus amongst the staff of the Company a share or shares in the profits of the Company; and to give to any officer or other persons employed by the Company a commission on the profits of any particular business or transactions; and to charge such bonus or commission as part of the working expenses of the company;
 - (w) To provide for the welfare of Directors or Employees or ex-employees of the Company or its predecessors in business and the wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses or dwellings or quarters or by grants of money, pensions, gratuities, allowances, bonuses, profit sharing bonuses or benefit or any other payments or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds, profit sharing or other schemes, or trusts and by providing or subscribing or contributing towards, places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Directors shall think fit;
 - (x) Subject to the applicable provisions of Section 293 (1)(e) and Section 293 A of the Act, to subscribe or contribute or otherwise to assist or to guarantee money to charitable benevolent, religious, scientific, national, public, political or any other
- To authorise acceptances*
- To distribute bonus*
- To provide for welfare of employees*
- To subscribe to charitable and other funds*

institutions, objects or purposes for any exhibition;

*To create
depreciation and
other funds*

- (y) Before recommending any dividend to set aside out of the profits of the company such sums as they may think proper for depreciation, to Depreciation Fund, General Reserve, Reserve, Reserve Fund, Sinking Fund or any special or other fund or funds or account or accounts to meet contingencies, to repay redeemable Preference Shares, debentures or debenture stock, for special dividends, for equalising dividends, for repairing, improving, extending and maintaining any part of the property of the Company, and/or for such other purposes, (including the purposes referred to in the last two preceding sub-clauses) as the Directors may, in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside or so much thereof as required to be invested upon such investments (subject to the restrictions imposed by the Act) as the Directors may think fit; and from time to time to deal; with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Directors (subject to such restrictions as aforesaid) in their absolute discretion think conducive to the interests of the company notwithstanding that the matters to which the Directors apply or upon which they expend the same or any part thereof may be matters to or upon which the capital moneys of the Company might rightly be applied or expended and to divide the 'Reserve, General Reserve, or the Reserve Fund into such special funds as the Directors may think fit, and to employ the assets constituting all or any of the above funds or accounts including the Depreciation Fund in the business of the Company or in the purchase or repayment or redeemable Preference Shares, debentures or debenture stock and that without being bound to keep the same separate from the other assets, and without being bound to pay or allow interest on the same, separate from the other assets, and without being bound to pay or allow interest on the same, with power however to the Directors at their discretion to pay or allow to the credit of such fund interest at such rate as the Directors may think proper;

*To appoint
employees*

- (z) To appoint and at their discretion remove or suspend such managers, secretaries, officers, assistants, clerks, agents and employees for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties, and fix their salaries, emoluments or remuneration and to require security in such instances and to such amounts as they may think fit;

- Compliance with local laws*
- (aa) To comply with the requirements of any local law which in their opinion it shall in the interests of the Company be necessary or expedient to comply with;
- Local Board*
- (ab) Without prejudice to the powers conferred under sub-clause (z) hereof, from time to time and at any time to establish any Ideal Board for managing any of the affairs of the Company in any specified; locality in India or elsewhere and to appoint any persons to, bemembers of such Local Boards or any mongers or agents and to fix their remuneration;
- Delegation*
- (ac) Subject to the provisions of Section 292 of the Act, and Article 186 from time to time, and at any time to delegate to any such Local Board or any member or members thereof or any managers or agents so appointed any of the powers, authorities and discretion for the time being vested in the Board of Directors, and to authorise the members for the time being of any such Local Board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation under Sub-clause
- (ab) or this sub-clause may be made on such terms, and subject to such conditions as the Board of Directors may think fit, and the Board of Directors may at any time remove any person so appointed, and may annul or vary any such delegation;
- Powers of Attorney*
- (ad) At any time and from time to time by power of attorney to appoint any person or persons to be the attorney or attorneys of the Company, for such purpose and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board of Directors under these presents and excluding the powers which may be exercised only by the Board of Directors under the Act or these Articles) and for such period and subject to such conditions as the Board of Directors may from time to time think fit, and any such appointment may (if the Board of Directors think fit) bemade in favour of the members or any of the members of any Local Board, established as aforesaid or in favour of any Company or the members, directors, nominees or managers of any company or firm or otherwise in favour of any fluctuating body or persons whether nominated directly or indirectly by the Board of Directors and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the Board of Directors may think fit and may contain powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them.

- To delegate* (ae) Generally, subject to the provisions of the Act and these Articles to delegate the powers, authorities and discretion vested in the Directors to any person, firm, company, or fluctuating body, of persons as aforesaid;
- May make contracts etc.* (af) Subject to the provisions of the Act and these Articles for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.
- Buy-back limit* (ag) Subject to Section 77A(2)(b) of the Act, determine and approve the buy-back of shares or other specified securities not exceeding 10%, or such other percentage as may be prescribed of the total paid up equity capital and free reserves of the Company; which in case of buy-back of Equity shares shall not exceed 25% or such other percentage as may be prescribed of the total paid-up Equity Share Capital.
- Prohibition of simultaneous appointment of Managerial Personnel.* 188. The Company, in accordance with the provisions of Section 197-A of the Act, shall not appoint or employ at the same time more than one of the following categories of Managerial Personnel, viz.
- (a) Managing Director; and
- (b) Manager
- Minutes of General Meetings* 189. The Company shall cause minutes of all proceedings of every General Meeting to be kept in accordance with the provisions of Section 193 of the Act.
- Inspection of Minute Books of General Meetings* 190. The book containing the aforesaid minutes shall be kept at the Registered Office and be open during business hours to the inspection of any member without charge subject to such reasonable restrictions as the Company may by these Articles or in General Meeting impose in accordance with Section 196 of the Act. Any member shall be entitled to be furnished within seven days after he has made a request in that behalf to the Company with a copy of the aforesaid minutes on payment of rupee one every one hundred words or fractional part thereof required to be copied.

- Publication of Reports of proceedings of General Meetings* 191. No report of the Proceedings of any General Meeting of the Company shall be circulated or advertised at the expense of the Company unless it includes the matters required by the Articles or Section 193 of the Act to be contained in the minutes of the proceedings of such meeting.
- Minute of proceedings of meeting of the Board of Directors and Committees to be kept* 192. The Company shall cause Minutes of the meetings of the Board of Directors and of Committees of the Board to be duly entered in a book or books provided for the purpose in accordance with the relevant provisions of Section 193 of the Act.
- Minutes to be evidence* 193. (a) Minutes of proceedings of every General Meeting and of the proceedings of every meeting of its Board of Directors or of every Committee of Board kept and signed in accordance with Section 193 of the Act shall be received as evidence of the proceedings and matters recorded thereon.
- (b) Where minutes have been kept as aforesaid then until the contrary is proved, the meeting shall be deemed to have been duly called and held, and all proceedings thereat to have duly taken, place, and in particular, all appointments of Directors or liquidators made at the meeting shall be deemed to be valid.
- Secretary* 194. The Directors may from time to time appoint, and at their discretion, remove any individual, firm or body corporate (hereinafter called "The Secretary") to perform any functions which by the Act are to be performed by the Secretary, and to execute any other purely ministerial or administrative duties, which may from time to time be assigned to the Secretary by the Directors. The Directors may also at any time appoint some person (who need not be the Secretary) to keep the registers required to be kept by the Company.

REGISTERS, BOOKS AND DOCUMENTS

- Registers, Books & Documents* 195. (a) The Company shall maintain Registers, Books and Documents as required by the Act or these Articles including the following, namely:
- (i) Register of Investments not kept in Company's name according to Section 49 of the Act.
- (ii) Register of Mortgages, Debentures and Charges according to Section 143 of the Act.

- (iii) Register of Members and an Index of Members according to Section 150 and 151 of the Act.
 - (iv) Register and Index of Debenture-holders according to Section 152 of the Act.
 - (v) Register of Contracts, Companies and Firms in which Directors are interested according to Section 301 of the Act.
 - (vi) Register of Directors according to Section 303 of the Act.
 - (vii) Register of Directors Share-holdings and debenture-holdings according to Section 307 of the Act.
 - (viii) Register of Investments in shares or debentures of bodies corporate according to Section 372A of the Act.
 - (ix) Books of Account in accordance with the provisions section 209 of the Act.
 - (x) Copies of instruments creating any charge requiring registration according to Section 136 of the Act.
 - (xi) Copies of Annual Returns prepared under Section 159 of the Act together with the copies of Certificates required under Section 161 of the Act.
 - (xii) Register of Renewed and Duplicate Certificates according to Rule 7(2) of the Companies (Issue of Share Certificates) Rules, 1960.
- (b) The said Registers, Books and Documents shall be maintained in conformity with the applicable provisions of the Act and shall be kept open for inspection by such persons as may be entitled thereto respectively, under the Act, on such days and during such business hours as may, in that behalf be determined in accordance with the provisions of the Act or these Articles and extracts shall be supplied to the persons entitled thereto in accordance with the provisions of the Act or these Articles.
- (c) The Company may keep a Foreign Register of Members in accordance with Section 157 and 158 of the Act, subject to the provisions of Section 157 and 158 of the Act and the Directors may from time to time make such provisions as they may think fit in respect of the keeping of such Branch Registers of Members and/or Debenture-holders.

THE SEAL

*The Seal, its
custody and use*

196. Subject to the provisions of any Rules made under Section 642 or other applicable provisions of the Act for the time being in force and relating to the Seal and the use and custody thereof the Directors shall provide a Common Seal for the purpose of the Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof and the Directors shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by or under the authority of the Directors or a Committee of Directors previously given and in the presence of atleast two Directors or one Director and one other person as the Directors may from time to time authorise or designate in that behalf who shall sign every instrument to which the Seal is affixed. The Company may exercise the powers conferred by Section 50 of the Act and such powers shall accordingly be vested in the Directors.

DIVIDENDS

Dividends

197. Subject to the provisions of the Act and subject to any special rights thereto created or authorised to be created by the Memorandum and these Articles and subject to the Provisions of these Articles the profits of the Company which it shall, from time to time, be determined to divide in respect of any year or other period shall be divisible among the members holding equity shares in proportion to the amount of capital paid-up on the shares held by them respectively to the close of such year or other period; Provided always that any capital paid-up on a share during the period in respect of which a dividend is declared shall only entitle the holder of such share to an apportioned amount of such dividend proportionate to the capital from time to time paid-up during such period on such share.

*Dividends to whom
payable*

198. No dividend shall be paid by the Company in respect of any share except to the registered holder of such share or to his order or to his Banker.

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

199. Where capital is paid-up in advance of calls upon the footing that the same shall carry interest such capital shall not whilst carrying interest confer a right to participate in profits.

*Dividends in
proportion to
amount paid-up*

200. The Company may pay dividends in proportion to the amount paid-up or credited as paid-up on each share where a larger amount is paid-up or credited as paid-up on some shares than on others.

- The Company in General Meeting may declare a dividend*
201. (a) The Company in General Meeting may subject to Section 205 of the Act declare a dividend to be paid to the members according to their respective rights and interests in the profits and subject to the provisions of the Act may fix the time for payment. When a dividend has been so declared, the warrant in respect thereof shall be posted within forty-two days from the date of the declaration to the shareholders entitled to the payment of the same.
- But no larger than recommended by Directors*
- (b) No larger dividend shall be declared than is recommended by the Directors but the Company in General Meeting may declare a smaller dividend. No dividend shall be payable except out of the profits of the year or any other undistributed profits or otherwise than in accordance with the provisions of Sections 205, 205A, 206 and 207 of the Act and no dividend shall carry interest as against the Company. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.
- Interim Dividend*
202. Subject to the provisions of the Act the Directors may from time to time pay to the members on account of the next forthcoming dividend such interim dividends as in their judgement the position of the Company justifies.
- Retention of dividends until completion of transfer under Article 80*
203. Subject to the provisions of the Act and Article 85 the Directors may retain the dividends payable upon shares in respect of which any person is under Article 82 entitled to become a member or which any person under that Article is entitled, or transfer until such person shall become a member in respect of such shares or shall duly transfer the same.
- No members to receive dividends whilst indebted to the Company and Company's right of reimbursement*
204. No member shall be entitled to receive payment of any interest or dividend in respect of his share or share whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise howsoever either alone or jointly with any other person or persons and the Directors may deduct from the interest or dividend payable to any member all sums of money so due from him to the Company.
- Forfeiture of unclaimed dividend*
205. Unclaimed dividends may be invested or otherwise used by the Directors for the business of the Company and all dividends unclaimed for three years may be forfeited by the Directors for the benefit of the Company and if the Directors think fit may be applied in augmentation of the Reserve Fund, provided however, that the Directors, may at any time annul such

forfeiture and pay any such dividend. There shall be no forfeiture of unclaimed dividends till the claim thereto becomes barred by law.

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| <i>Transfer of shares to be registered</i> | 206. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer |
| <i>Dividend how remitted</i> | 207. Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post directed to the registered address of the member or person entitled or in case of joint holders to that one of them first named in the register in respect of the joint holding. Every such cheque shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant lost in transmission, or for any dividend lost to the Member or person entitled thereto, by the forged endorsement of any cheque or warrant or the fraudulent recovery thereof by any other means. |
| <i>Dividend and call together</i> | 208. Any General Meeting declaring a dividend may make a call on the members for such amount as the meeting fixes but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and that the dividend may if so arranged between the Company and the members be set off against the calls. The making of a call under this Article shall be deemed ordinary business of an Annual General Meeting, which declares a dividend. |
| <i>Special powers relating to distribution of specific assets</i> | 209. Any General Meeting may, subject to the provisions of the Act resolve that any profits or surplus money arising from the realisation and when permitted by law any appreciation in value of the capital assets of the Company be utilised wholly or in part by the distribution of specific assets and in particular of paid-up shares, debentures or debenture-stock of the Company or of any other company or by paying up any amount for the time being unpaid on any shares of the Company or in, any one or more of such ways and the Directors shall give effect to such direction and where any difficulty arises in regard to the distribution they may settle the same as they think expedient and in particular, may issue fractional certificates and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such assets in trustees upon trust for the persons entitled thereto as may seem expedient to the Directors. Where requisite, the Directors shall comply with Section 75 of the Act and |

the Directors may appoint any person to sign such contract on behalf of the persons entitled and such appointment shall be effective.

CAPITALISATION

Capitalisation

210. (a) Subject to the provisions of Section 78, 80 and 205 of the Act, any General Meeting may resolve that any amounts standing to the credit of the Share Premium Account or the Capital Redemption Reserve Fund or and monies, investments or other assets forming part of the undivided profits standing to the credit of the General Reserve, Reserve or any Reserve Fund or any other Fund of the Company or in the hands of the Company and available for dividend be capitalized;
- (i) by the issue and distribution as fully paid up bonus shares; or
 - (ii) by crediting shares of the Company which may have issued to and are not fully paid-up with the whole or any part of the sum remaining unpaid thereon. Provided that any amounts standing; to the credit of the 'Shares Premium Account or the Capital Redemption Reserve Fund shall be applied only in paying up unissued shares of the Company to be issued to members as fully paid bonus shares.
- (c) Such issue and distribution under (a) (i) above and such payment to the credit of unpaid share capital under (a) (ii) above shall be made to among and in favour of the members or any class of them or any of them entitled thereto and In accordance with their respective rights and interests and in proportion to the amount of capital I paid-up on the shares held by them respectively in respect of which such distribution under (a) (i) or payment under (a) (ii) above shall be made on the footing that such members become entitled thereto as capital.
- (d) The Directors' shall give effect to any such resolution and apply such portion of the profits, General Reserve, Reserve or Reserve Fund or any other fund or account as aforesaid as may be required for the purpose of making payment in full for the shares so distributed under (a) (i) above or as the case may be for the purpose of paying, in whole or in part, the amount remaining unpaid on the shares which may have been issued and are not fully paid-up under (a) (ii) above provided that no such distribution or payment shall be made unless recommended by the Directors and if so recommended such

distribution and payment shall be accepted by such members as aforesaid in full, satisfaction of their interest in the said capitalised sum.

- (e) For the purpose of giving effect to any such resolution the Directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificates and may vest any such shares in trustees upon such trusts for the persons entitled thereto as may seem expedient to the Directors and generally may make such arrangement for the acceptance, allotment and sale of such shares and fractional certificates or otherwise, as they may think fit.
- (f) Subject to the provisions of the Act and these Articles in cases where some of the shares of the Company are fully paid and others are partly paid only such capitalisation may be effected by the distribution of further shares in respect of the fully paid shares and by crediting the partly paid shares with the whole or part of the unpaid liability thereon but so that as between the holders of the fully paid shares and the partly paid shares the sums so applied in the payment of such further shares and in the extinguishment or diminution of the liability on the partly paid shares shall be so applied prorata in proportion to the amount then already paid or credited as paid on the existing fully paid and partly paid shares respectively.
- (g) When deemed requisite, a proper contract shall be filed in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the members entitled, as aforesaid and such appointment shall be effective.

ACCOUNTS

211. The provisions of Sections 209 to 222 of the Act shall be complied with so far as the same be applicable to the Company.

*Books of Account
to be kept*

212. (a) The Company shall keep proper books of account with kept respect to:
- (i) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place;

- (ii) all sales and purchase of goods by the Company; and
- (iii) the assets and liabilities of the Company.

Where books of account to be kept

- (b) The books of account shall be kept at the Registered Office or at such other place as the Directors think fit, provided that when all or any of the books of account aforesaid are kept at such other place in India as the Board of Directors may decide, the Company shall, within seven days of such decision of the Board file with the Registrar Notice in writing giving the full address of that other place.
- (c) If the Company shall have a branch office, whether in or outside India, proper books of account relating to the transactions effected at that office shall be kept at that office, and proper summarised returns, made upto date at intervals of not more than three months, shall be sent by the branch office to the Company at its Registered Office or other place in India, as the Board thinks fit, where the main books of the Company are kept.
- (d) 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.
- (e) The books of account shall be open to inspection by any Director during business hours.
- (f) The books of account of the Company relating to a period of not less than eight years immediately preceding the current year shall be preserved in good order.

Inspection by members

213. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books and documents of the Company or any of them shall be open to the inspection of the member's and no member (not being a Director) shall have any right of inspecting any account or books or document of the Company except as conferred by statute or authorised by the Directors or by a Resolution of the Company in General Meeting.

Reports, Statements and Registers to be laid on the table

214. (a) At any Annual General Meeting of the Company there shall be laid on the table the Directors Report and audited Statement of Accounts, Auditors' Report (if not already incorporated in the audited statement of Accounts) the proxy Register with proxies

and the Register of Directors' holdings maintained under Section 307 of the Act. The Auditors' Report shall be read before the Company in General Meeting and shall be open to inspection by any member of the Company.

- (b) The Board of Directors shall lay before each Annual General Meeting a Profit and Loss Account for the Financial Year of the Company and a Balance Sheet made up as at the end of the financial year which shall be a date which shall not precede the day of the meeting by more than six months or where an extension of time has been granted by the Registrar under the provisions of the Act by more than six months and the extension.

Form in which the Balance Sheet etc. to be prepared

215. The Balance Sheet and Profit and Loss Account of the Company and the particulars of its subsidiaries shall be prepared in the form and in accordance with Sections 210 to 212 of the Act.

Authentication of Balance Sheet etc.

216. The Balance Sheet and Profit and Loss Account shall be signed and authenticated in the manner laid down in Section 215 of the Act as far as applicable to the Company.

217. The Profit and Loss Account shall be annexed to the Balance Sheet and the Auditors' Report (including the Auditors' separate, special or supplementary Report, if any) shall be attached thereto.

Profit & Loss Account to be annexed and Auditors' Report to be attached to the balance Sheet

218. The Report of the Directors shall comply with all the requirements of Section 217 of the Act.

Right of members to copies of Balance Sheet & Auditors' Report

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

ANNUAL RETURNS

Annual Returns

220. The Company shall make the requisite annual returns in accordance with Section 159 and 161 of the Act.

AUDIT

- Accounts to be audited* 221. Once atleast in every year the accounts of the Company shall be examined, balanced and audited and the correctness of the Profit & Loss Account and Balance Sheet ascertained by one or more Auditor or Auditors.
- Appointment and qualifications of Auditors* 222. The Company shall appoint an auditor or auditors at each Annual General Meeting and the provisions of Sections 224 to 230 of the Act with regard to the appointment, remuneration, removal, qualification, disqualification, power and duties, audits of Branch Office and signature of Audit Report and reading and Inspection of the Report shall apply so far as the same be applicable to the Company. The Company and the Directors, as the case may be, may fix the remuneration for the Auditor or Auditors as the Company or the Directors, as the case may be, may think fit, subject to any provisions of the Act in that behalf and may pay the same.
- Accounts when audited and approved to be conclusive except as to errors discovered within three months* 223. Every account when audited and approved by a General Meeting shall be conclusive except as regards any error therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the accounts shall forthwith be corrected and henceforth shall be conclusive.

DOCUMENT AND SERVICE OF DOCUMENTS

- Service of documents etc. on members by Company* 224. A document may be served on the Company and by the Company on any members in any of the manners provided in Sections 51 and 53 of the Act respectively. Document for this purpose shall be deemed to include and shall include any summons, notice, requisitions, process, order, judgement or any other document in relation to or in the winding up of the Company.
- Service when duly effect* 225. Services of a document made in the abovemanner shall be deemed to be duly effected, and to be duly served at the time and in the manner provided in the said sections.
- Persons entitled to notice of General Meetings* 226. Subject to the provisions of the Act and these Articles notice of General Meetings shall be given:
- (a) to members of the Company as provided by Article of any manner authorised by these articles as the case may be authorised by the Act;

- (b) to the persons entitled to a share in consequence of the death or insolvency of a member as provided by the Article or as authorised by the Act;
- (c) to the Auditor or Auditors for the time being of the Company, in any manner authorised by the Article or the Act in the case of any member or members of the Company.

Advertisement 227. 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 Articles, shall be deemed to be duly served or sent if advertised once in one daily English and one daily vernacular newspaper circulating in Bombay.

Members bound by document given to previous holders 228. Every person, who by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by every document in respect of such share, which previously to his name and address being entered on the register, shall have been duly served on or sent to the person from whom he derives his title to such share,

How notice to be signed 229. Any notice to be given by the Company shall be signed by the Managing Director or by such Directors 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.

Service of documents or notice by members 230. All documents or notices to be served or given by members on or to the Company or any office thereof shall be served or given by sending it to the Company or officer at the office by post under a certificate of posting or by registered post or by leaving it at the office.

AUTHENTICATION OF DOCUMENTS

Authentication of documents and proceeding 231. Save as otherwise expressly provided in the Act or these Articles a document or proceeding requiring authentication by the Company may be signed by the Managing Director or a Director or an authorised officer of the Company and need not be under its seal.

WINDING UP

Distribution of Assets 232. Subject to the provisions of the Act and these Articles, if the Company shall be wound up and the Assets available for distribution among the members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid-up, or which ought to have been paid up, at the commencement of the

winding-up on the shares held by them respectively. And if in winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid-up at the commencement of the winding the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding up or which ought to have been paid-up on the shares held by them respectively. But this article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

Distribution in specie or kind

233. (a) Subject to the provisions of the Act and these Articles, if the Company shall be wound up whether voluntarily or otherwise, the Liquidators may, with the sanction of a special resolution, divide amongst the contributories in specie or kind, any part of the assets of the Company, and may with the like sanction, vest any-part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them as the Liquidators, with the like sanction, shall think fit.
- (b) If thought expedient any such division may, subject to the provisions of the Act, be otherwise than in accordance with the legal rights of the contributors (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given (subject to the provisions of the Act) preferential or special rights or may be excluded altogether or in part but in case any division otherwise than in accordance with the legal rights of contributories shall be determined on any contributory who would be prejudiced thereby shall have the right to dissent and ancillary rights as if such determination were a special resolution passed pursuant to Section 494 of the Act,
- (c) In case any shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said shares may within ten days after the passing of the resolution, by notice in writing direct the Liquidators to sell his proportion and pay him the net proceeds and the Liquidators shall, if practicable, act accordingly.

Right of shareholder in case of sale

234. A Special Resolution sanctioning a sale to any other company duly passed pursuant to Section 494 of the Act, may, subject to the provisions of the Act, in like manner as aforesaid, determine that any shares or other consideration receivable by the Liquidators be distributed amongst the members otherwise than in accordance with their existing rights and any such determination shall be binding upon all the members subject to the rights of dissent and consequential rights conferred by the said Section.

SECREC Y

- Secrecy clause* 235. The Managing Director and every Director, Manager, Auditor, Member of a Committee, Officer, Servant, Accountant or other person employed in the business of the Company shall pledge himself to observe a strict secrecy respecting all transactions of the Company with the customers and the state of accounts with individuals and in matters relating thereto and shall always be bound not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any meeting or by a Court of Law or by the person to whom such matters relate and except in so far as may be necessary in order to comply with any of the provisions in these Articles contained,
- Members not entitled to information* 236. No member shall be entitled to visit or inspect any Works of the Company without the permission of the Managing Director or Directors or to require discovery of or any information respecting any detail of the Company's business, trading or any matter which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors shall be inexpedient in the interests of the Members of the Company, to communicate to the public,

INDEMNITY AND RESPONSIBILITY

- Directors' and others right to indemnity* 237. (a) Subject to the provisions of Section 201 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, and it shall be the duty of Directors, out of the funds of the Company, to pay all costs, losses and expenses (including travelling expenses) which any such Managing Director, Director, Manager, Secretary, 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, Manager, Secretary, 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 or the Company shall be indemnified against any liability incurred by them or him in defending any "proceedings whether civil or criminal in which judgement is given in their or his favour 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.

*Not responsible for
the acts of others*

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

We, the several persons whose names, and address and descriptions are hereunder subscribed below, are desirous of being formed into a company in pursuance of this ARTICLES OF ASSOCIATION and we respectively agree to take the number of shares in the capital of the Company, set opposite our respective names.

Name, address, description and occupation of each subscriber	Number of Equity Shares taken by each subscriber	Signature of Subscriber	Signature of witness and name, address, description and occupation witness to all
Mr. Kasaragod Narasimha Shenoy S/o K Devadas Shenoy 1, Jorbagh New Delhi - 110 003 Occupation: Company Executive	10 (Ten)	Sd/- K N Shenoy	Goutam Haridas Bhatia S/o Haridas Bhatia 10, Surya Kiran Tulsi Pipe Road Mumbai - 400 016 Occupation: Company Executive
Mr. Arun Kanan Thiagarajan S/o K T Pillai Grace Home 37, Kanakapura Road Basavangudi Bangalore - 560 044 Occupation: Company Executive	10 (Ten)	Sd/- A. K. Thiagarajan	
Mr. Sunandan Ranjitbhai Divatia S/o Ranjitbhai Divatia 28, Queens Lawn 967, S V Road, Vile Parle (West) Mumbai - 400 056 Occupation: Company Executive	10 (Ten)	Sd/- S. R. Divatia	
Mr. Surinder Kuamr Nagpal S/o Radha Krishna Nagpal 103, K T Apartments 72/2 Millen Road Banglore - 560 052 Occupation: Company Executive	10 (Ten)	Sd/- S. K. Nagpal	

Dated : 7th August, 1992.

We, the several persons whose names, and address and descriptions are hereunder subscribed below, are desirous of being formed into a company in pursuance of this ARTICLES OF ASSOCIATION and we respectively agree to take the number of shares in the capital of the Company, set opposite our respective names.

Name, address, description and occupation of each subscriber	Number of Equity Shares taken by each subscriber	Signature of Subscriber	Signature of witness and name, address, description and occupation witness to all
Mr. Partik Basu S/o Prabhat Basu Sai Krupa, 284, 100 F T Road Indiranagar Banglore - 560 038 Occupation: Chief Executive	10 (Ten)	Sd/- P. Basu	Goutam Haridas Bhatia S/o Haridas Bhatia 10, Surya Kiran Tulsi Pipe Road Mumbai - 400 016 Occupation: Company Executive
Mr. Himadri Kumar Mohanty S/o Rabindranath Mohanty Flate No. 103 K T Apartments 72/2 Miller Road Bangalore - 560 052 Occupation: Company Executive	10 (Ten)	Sd/- H. K. Mohanty	
Mr. Virendra Prasad Srivastava S/o Bana Prasad Srivastava D 1007, New Friends Colony New Delhi - 110 065 Occupation: Company Executive	10 (Ten)	Sd/- V. P. Srivastava	
Total	70 (Seventy)		

Dated : 7th August, 1992.

CRAWFORD BAYLEY & CO.

Certified Copy Rs : 17.25

Additional Rs : 6.00

Total Rs. : 23.25

IN THE COURT OF JUDICATURE AT BOMBAY**ORDINARY ORIGINAL CIVIL JURISDICTION****COMPANY PETITION NO.914 OF 1999****CONNECTED WITH****COMPANY APPLICATION NO.383 OF 1999**

In the matter of the Companies Act, 1956;

AND

In the matter of Section 391 to 394 of the Companies Act, 1956;

AND

In the matter of Asea Brown Boveri Management Limited

AND

In the matter of Scheme of Arrangement

Between Asea Brown Boveri Limited and Asea Brown Boveri Management

Limited.

ASEA BROWN BOVERI MANAGEMENT LIMITED
 a company incorporated under The Companies
 Act, 1956 and having its registered office at
 Vaswani Chambers 264-265, Dr Annie Besant Road,
 Mumbai-400 025

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..... Petitioner

Coram: A P Shah J

Date : 1st October, 1999

UPON the Petition of Asea Brown Boveri Management Limited, the Petitioner Company above named, presented to this Hon'ble Court on the 23rd day of August 1999 for sanction of the arrangement embodied in the Scheme of Arrangement between Asea Brown Boveri Limited (hereinafter referred to as the "Transferor Company" or "INABB" or the "Demerged Company") and Asea Brown Boveri Management Limited (hereinafter referred to as "the Petitioner" or the "Transferee Company" or the "POWERCO" or the "Resulting Company") and for the reliefs as mentioned in the Petition AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said

Petition and Affidavit of Mrs. Naina Desai, Director of the Petitioner dated the 23rd day of August, 1999 verifying the said Petition AND UPON READING the Affidavit of Mr Prem Rajani dated dated 29th day of September, 1999 proving service of the notice of hearing of the petition upon the Regional Director, Department of Company Affairs, Maharashtra, Mumbai AND UPON READING the Order of the Hon'ble Court dated 27th day of August 1999 and amended further by the Order dated the 3rd day of September 1999 passed in the above Petition dispensing with the publication of advertisement in newspapers and Maharashtra Government Gazette relating to the hearing of the Petition AND UPON READING the Order dated 15th day of July 1999 made by this Hon'ble Court in Company Application No.383 of 1999 whereby the meeting of the shareholders of the Transferee Company for the purpose of approving the arrangement embodied in the Scheme of Arrangement between the Transferor Company and the Transferee Company was dispensed with in view of the consent given by all the shareholders of the Petitioner Company annexed as Exhibits "G-1" to "G-7" to the Affidavit in support of the said Company Application No.383 of 1999 and meeting of creditors of the Petitioner Company was dispensed with as there being no creditors in the Petitioner Company AND UPON HEARING Mr. Virag V Tulzapurkar, Counsel instructed by M/s Crawford Bayley & Co., Advocates for the Petitioner Company and Mr V D Sawant, Senior Technical Assistant from office of the Regional Director, Department of Company Affairs, Maharashtra, Mumbai, who appears in pursuance of the Notice dated the 31st day of August 1999 issued under Section 394A of the Company Act, 1956 and submit to the Order of the Court AND no other person or persons entitled to appear at the hearing of the said Petition appearing this day either in support of the said Petition or to show cause against the same THIS COURT DOTH HEREBY SANCTIONS the arrangement embodied in the Scheme of Arrangement between Asea Brown Boveri Limited, the Transferor Company and Asea Brown Boveri Management Limited, the Petitioner Company as set forth in Exhibit "A" to the said Petition and in SCHEDULE-I hereto AND THIS COURT DOTH FURTHER ORDER that the arrangement embodied in the Scheme of Arrangement shall be binding with effect from the 1st day of April 1999 (hereinafter called as the Appointed Date) on all the members and on all the secured creditors (including debentureholders) and on all the unsecured creditors of the Trnasferor Company and all the members and the creditors of the Petitioner Company AND THIS COURT DOTH ORDER that with effect from 1st day of April 1999, the entire business of all Power generation activities of the Transferor Company including its assets, which includes lease rights, permits, quota rights, industrial and other licenses, trade marks, intellectual property rights, other intangibles. and all the privileges and benefits, duties and obligations of all contracts, agreements and arrangements and all other rights, licenses, powers and facilities of every kind, nature and description whatsoever pertaining to the Undertaking and more specifically defined in Clause 1(h) of the Scheme of Arrangement alongwith all assets of or pertaining to the business including those specified in Schedule A of the Scheme of Arrangement shall pursuant to the provisions of Section 394 of the Companies Act, 1956 without any further act or deed be and the same shall stand transferred to and vested in or deemed to be transferred to and vested in the Petitioner Company AND THIS COURT DOTH FURTHER ORDER that with effect from the Appointed Date, the debts, liabilities, duties and obligations of the Transferor Company, pertaining to the Undertaking and identified in Schedule 'B' of the Scheme of Arrangement shall be transferred to and vested in without any further act or deed to the Petitioner Company under Section 394 of the Companies Act, 1956 so as to become the debts, liabilities, duties and obligations of the Petitioner Company AND THIS COURT DOTH FURTHER ORDER that with effect from the Appointed Date, a liability of a sum of Rs. (in thousands) 163 of the total amount of 13.5% 1990 Non-convertible

debentures, liability of a sum of Rs. (in thousands) 483 of the total amount of 13.5% 1993 Non-convertible debentures (Series-II), liability of a sum of Rs. (in thousands) 7,976 of 18% Non-convertible debentures and liability of a sum of Rs. (in thousands) 1,998 of the total amount of fixed deposits standing in the books of, the Transferor Company, in the manner provided in Paragraph 5 (c) of the said Petition and Clause 4 (b) of the Scheme of Arrangement shall be transferred to and shall be assumed by the Petitioner Company in the manner provided in Clause 4 (b) of the Scheme of Arrangement AND THIS COURT DOTH FURTHER ORDER that as far as the Petitioner Company is concerned, net assets amounting to Rs. (in thousands) 1,046,854 shall be transferred in the manner provided in Paragraph 10 of the Petition by the Transferor Company, correspondingly following credits shall be recorded in the books of the Transferee Company viz. Paid-up equity share capital Rs. (in thousands) 4,14,184 in accordance with Paragraph 5 (f) of the Petition and Clause 12 (a) of the Scheme of Arrangement and General Reserve Rs.(in thousands)628,682 and also debenture Redemption Reserve Rs.(in thousands) 3,988 in the manner provided in Paragraph 5 (b) of the said Petition and in Clause 4 (a) of the Scheme of Arrangement AND THIS COURT DOTH FURTHER ORDER that all legal or other proceedings by or against the Transferor Company pending on the Effective Date or which may be instituted in future (whether before or after the effective date) in respect of any matter arising before the Effective Date and pertaining to the Undertaking (including property rights, powers, liabilities, obligations and duties of the Transferor Company) shall be continued and enforced by or against the Petitioner Company in the same manner and to the same extent as it would or might have been continued and enforced by or against the Transferor Company and that if proceedings are taken against the Transferor Company in respect of the matters referred to above, it shall defend the same at the cost of the Petitioner Company and the Petitioner Company shall reimburse and indemnify the Transferor Company against all liabilities and obligations incurred by the Transferor Company in respect thereof AND THIS COURT DOTH ORDER that in consideration of the Power generation activities, being the undertaking of INABB as defined in Clause 1(h) of the Scheme of Arrangement standing transferred to and vested in or be deemed to be transferred to and vested in the Petitioner Company as a going concern, the Petitioner Company shall without further act or, deed, issue and allot to each member of INABB holding equity shares on a date (Record Date) to be fixed by the Board of Directors of the Petitioner Company for every one (1) fully paid-up equity share of Rs.10/- each held by the member in INABB, the Transferor Company one (1) fully paid-up equity share of Rs.10/- each of the Petitioner Company, and the total number of equity shares of the Petitioner Company to be issued and allotted to members of INABB shall be 41,418,356 equity shares of Rs.10/- each, credited as fully paid up in cash AND THIS COURT DOTH FURTHER ORDER that the Object Clause in the Memorandum of Association of the Petitioner Company be altered and amended by addition of a new Clause IIIA (1A) and Clause IIIA (1B) after the existing Clause IIIA (1) as mentioned in Clause 6 (a) of the Scheme of Arrangement and Paragraph 5 (i) (a) of the Petition AND THIS COURT DOTH FURTHER ORDER that as mentioned in Clause 6 (b) of the Scheme of Arrangement the Authorised share capital of the Petitioner Company shall stand increased to Rs.500,000,000 (Rupees Five Hundred Million Only) consisting of 50,000,000 equity shares of Rs.10/- each and consequently the capital clause in the Memorandum and Articles of Association be altered as mentioned in clause 6 (b) of the Scheme of Arrangement and Paragraph 5 (l) (b) of the Petition AND THIS COURT DOTH FURTHER ORDER that after the existing Clause 32 of the Articles of Association of the Petitioner Company, Clause 32A shall be inserted enabling the Petitioner Company to issue shares in dematerialised form as mentioned in Clause 6 (c) of the Scheme of Arrangement and Paragraph 5 (i)(c) of the Petition AND THIS COURT DOTH FURTHER

ORDER that or and from the Effective Date as specified in the Scheme of Arrangement, the Petitioner Company do engage all the permanent employees of INABB, who are directly or indirectly engaged in or in relation to the undertaking and desirous of joining the Petitioner Company on terms and conditions, which are not less favourable or on the terms and conditions on which they are engaged as on the Effective Date by the Transferor Company without any interruption of service as a result of the transfer in the manner as provided in the Scheme of Arrangement AND THIS COURT DOTH FURTHER ORDER that the Petitioner Company shall within 30 days of the sealing of this Order cause a certified copy of this Order to be delivered to the Registrar of Companies, Maharashtra, Mumbai for registration and on such certified copy of the Order being so delivered, the Registrar of Companies, Maharashtra, Mumbai shall place all documents relating to the said Undertaking of INABB, the Transferor Company and registered with him on the file kept by him relating to the Transferee Company and the documents and files relating to the Undertaking of the Transferor Company and the Transferee Company shall be consolidated accordingly AND THIS COURT DOTH FURTHER ORDER that the Parties to the Arrangement embodied In the Scheme of Arrangement being SCHEDULE-1 hereto or any other person or persons interested therein shall be at liberty to apply to this Hon'ble Court for any direction that may be necessary for the purpose of carrying out the Arrangement embodied in the Scheme of Arrangement AND THIS COURT DOTH LASTLY ORDER that the Petitioner Company do pay the sum of Rs.1,000 (Rupees One Thousand Only) to the Regional Director, Department of Company Affairs, Maharashtra, Mumbai, towards the costs of the said Petition, WITNESS SHRI YOGESH KUMAR SABHARWAL, Chief justice at Mumbai aforesaid this 1st day of October 1999.

By the Court,

For Prothonotary & Senior Master

(A. P. Kothari)

Sealen

(A. P. Kothari)

Dated this 17th day of November 1999

Order Sanctioning the Arrangement	}
Embodied in the Scheme of Arrangement	}
Under Sections 391 to 394 of the Companies	}
Act, 1956 drawn on the application of	}
Crawford Bayley & Co having	}
Their office at State Bank of India Bldg	}
NGN Vaidya Marg, Mumbai - 400 023	}

SCHEDULE I**SCHEME OF ARRANGEMENT****BETWEEN**

ASEA BROWN BOVERI LIMITED ('INABB')Demerged Company

AND

ASEA BROWN BOVERI MANAGEMENT LIMITED ('POWERCO')Resulting Company

UNDER SECTION 391 READ WITH SECTION 394 OF THE COMPANIES ACT, 1956 AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS IN .RESPECT OF THE POWER UNDERTAKING OF ASEA BROWN BOVERI LIMITED.

PART-I**1 DEFINITIONS**

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

- (a) "Act" means The Companies Act, 1956 including any statutory modifications, re-enactments or amendments thereof.
- (b) "Appointed Date" means the, 1st day of April 1999,
- (c) "The Effective Date" means the last of the dates on which the sanctions, approvals or orders specified in Clause 16 of the Scheme are obtained, passed, filed or completed. References in this Scheme to the date of coming into effect of the Scheme shall mean the Effective date.
- (d) "INABB" means ASEA BROWN BOVERI LIMITED, a Company incorporated under the Indian Companies Act VII of 1913 and having its Registered Office at Vaswani Chambers, 264-265, Dr Annie Besant Road, Mumbai - 400 025, Maharashtra.
- (e) "POWERCO" means ASEA BROWN BOVERI MANAGEMENT LIMITED, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Vaswani Chambers, 264-265, Dr Annie Besant Road, Mumbai - 400 025, maharashtra.
- (f) "Record Date" means the date to be fixed by the Board of Directors or a committee thereof of INABB and POWERCO for the purpose of determining the members of INABB to whom shares of POWERCO will be allotted pursuant to this Scheme in terms of Clause 12 hereof.

- (g) "Scheme" or "this Scheme" or "the Scheme" means this Scheme of Arrangement in its present form submitted to the High Court of Judicature at Bombay for sanction with any modifications(s) approved or imposed or directed by the said Bombay High Court.
- (h) "Undertaking" shall mean all power generation activities carried out by INABB on a going concern basis consisting of the following :

- (i) design, manufacture and sale of gas turbines and combined cycle power plant;
- (ii) design, manufacture and sale of steam turbine power islands-utility steam power plant;
- (iii) design, manufacture and sale of hydro and diesel power plants;
- (iv) design, manufacture and sale of industrial steam turbine and industrial steam and gas power plants;
- (v) design, manufacture and sale of environmental systems;
- (vi) power plant production;
- (vii) after sales activities in respect of any of the above;

and shall include (without being limited to) the following :

- (i) all assets of or pertaining to the Undertaking, including those specified in Schedule 'A' hereto;
- (ii) all liabilities and debts pertaining to the Undertaking, including those specified in Schedule 'B' hereto;
- (iii) lease rights, permits, quota rights, industrial rights and other licenses, trademarks, intellectual property rights, other intangibles and all the privileges, benefits, duties and obligations of all contracts, agreements and arrangements, and all other rights, licenses, powers and facilities of every kind, nature and description whatsoever pertaining to the Undertaking;
- (iv) all permanent employees of INABB directly or indirectly engaged in or in relation to the Undertaking at various locations who are willing to become employees of POWERCO;
- (v) all earnest monies and/or security deposits paid or received by INABB pertaining to the Undertaking; and
- (vi) all necessary records, files, papers, information, drawings, manuals, data, list of customers and suppliers and other records in connection with or relating to the Undertaking.

PROVIDED that all amounts, properties mentioned above pertaining to the Undertaking shall be transferred to POWERCO only after obtaining all such approvals and consents as may be necessary.

2 SHARE CAPITAL

- a. The authorised, issued, subscribed and paid-up share capital of INABB as on the Appointed Date is as under:

(Rs. in Thousands)

Particulars	As on Appointed Date
Authorised ; 50,000,000 equity shares of Rs.10 each	500,000
Issued, subscribed and paid-up ; 41,418,356 equity shares of Rs.10 each fully paid-up	414,184

- b. The authorised, Issued, subscribed and paid-up share capital of POWERCO as on the Appointed Date is as under:

(Rs. in Thousands)

Particulars	As on Appointed Date
Authorised ; 100,000 equity shares of Rs.10 each	1,000
400,000 unclassified shares of Rs. 10 each	4,000
Issued, subscribed and paid-up : 70 equity shares of Rs. 10 each fully paid -up	0.70

PART II

- 3(a) With effect from the Appointed Date, the Undertaking shall, pursuant to the provisions contained in Section 394 of the Act, without any further deed, matter or thing, be and the same shall stand transferred to and vested in or be deemed to be transferred to and vested in POWERCO as a going concern so as to become the property of POWERCO with effect from the Appointed Date, subject to the charges existing thereon on the Appointed Date in favour of the financial agencies and/or the concerned secured creditors of INABB if and only if such charges are in relation to or pertaining to the liabilities and debts of the Undertaking. The assets and liabilities pertaining to the Undertaking shall be transferred at their book values as on April, 1999.
- 3(b) All assets pertaining to the Undertaking acquired by INABB after the Appointed Date and prior to the Effective Date for operations of the Undertaking shall also stand transferred to and vested in POWERCO at their book values, upon the coming into effect of the Scheme.

- 3(c) It is expressly provided that in respect of such of the Assets pertaining to the undertaking as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall upon the coming into effect of this Scheme be so transferred by INABB, without requiring any deed or instrument of conveyance for the same and shall become the property of POWERCO, in pursuance of the provision of Section 394 of the said Act or other provisions of law as applicable.
- 3(d) In respect of the said assets pertaining to the Undertaking, other than those referred to in sub para (c) above, the same shall upon the coming into effect of this Scheme, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in POWERCO on the Appointed Date pursuant to the provisions of Section 394 of the said Act and the vesting of all such assets shall take place in such State where such assets are situated on the date of the Order sanctioning the Scheme.
- 3(e) It is hereby clarified that the rest of the assets and liabilities (other than those specified in Schedule 'A' and 'B'), If any, of INABB shall continue to vest in INABB.
- 4(a) Upon the coming into effect of this Scheme, with effect from the Appointed Date a sum of Rs. (in thousand) 628,682 of the total amount of General Reserve and a sum of Rs. (In thousands) 3,988 of the total amount of Debenture Redemption Reserve standing in the books of accounts of INABB, shall stand transferred to POWERCO, and form part of the General Reserve and Debenture Redemption Reserve, of POWERCO respectively.
- 4(b) Upon the coming into effect of the Scheme, with effect from the Appointed Date, liability of a sum of Rs. (in thousands) 163, of the total amount of 13.5% 1990 Non-convertible debentures, liability of a sum of Rs. (in thousands) 483 of the total amount of 13.5% 1993 Non-convertible debentures (Series II), liability of a sum of Rs. (in thousands) 7,976 of 18% Non-convertible debentures and liability of a sum of (Rs. in thousands) 1,998 of the total amount of fixed deposits standing in the books of INABB shall be assumed by and shall stand transferred to POWERCO, thus the liability to redeem 13.5% 1990 Non-convertible debentures of a sum of Rs, (in thousands) 163, the liability to redeem 13.5% 1993 Non-convertible debentures (Series II) of a sum of Rs. (in thousands) 483, the liability to redeem 18% Non-convertible debentures of a sum of Rs. (in thousands) 7,976 and the liability to repay a sum of Rs, (in thousands) 1,998 of the fixed deposits shall be that of POWERCO For sake of convenience, however, POWERCO shall discharge such liability (both principal amount including premium if any as well as interest payable on the principal amount) by making payments on the respective maturity dates to INABB and the latter shall for and on behalf of the former make payments to the respective debenture holders or fixed deposit holders as the case may be.
- 5(a) Upon the coming into effect of this Scheme, all legal or other proceedings by or against INABB pending on the Effective Date or which may be instituted in future (whether before or after the Effective Date) in respect of any matter arising before the Effective Date and pertaining to the Undertaking (including property rights, power, liabilities, obligations and duties of INABB) shall be continued and enforced by or against POWERCO in the same manner and to the same extent as it would or might have been continued and enforced by or against INABB.

- 5(b) If proceedings are taken against INABB in respect of the matters referred to in sub-clause (a) above, it shall defend the same at the cost of POWERCO and POWERCO shall reimburse and indemnify INABB against all liabilities and obligations incurred by INABB in respect thereof.
- 5(c) POWERCO undertakes to have all legal or other proceedings initiated by or against INABB referred to in sub-clause (a) and (b) above transferred into its name and to have the same continued, prosecuted and enforced by or against POWERCO to the exclusion of INABB.
- 6 With effect from the Appointed Date, the Memorandum of Association and Articles of Association of POWERCO stands altered and amended without any further act or deed or following the procedure laid down under the Act, as under:
- (a) After the existing Clause III (A) (1) of the Memorandum of Association of POWERCO, the following Clauses shall be added as sub-clauses 1A and 1B
- “1A To manufacture, buy, sell, exchange, alter, improve, service, erect and commission, manipulate, prepare for market, import or export or otherwise deal in all kinds of power plants and power generation equipment including but not restricting to steam turbine, gas turbine, hydro turbine, generators, condensers, exchangers and power plant auxiliaries, steam generators and Steam generator systems and all relating to power generation or generation of electricity business in India and abroad”.
- “1B To carry on the business of electric engineers, hydraulic engineers, power plant engineers and all and every work connected with the same and carry on the business of electrical, mechanical and consulting engineers, supplier of electricity for the purpose of light, heat, motive power or otherwise, manufacturers of and dealers in machinery, apparatus, instruments and things required for or capable of being used in connection with generation of electricity in India and abroad”.
- (b) The Authorised Share Capital of POWERCO shall stand increased to 50,000,000 (Fifty Million) equity shares of Rs.10/- each and clause V relating to Authorised Share Capital In the Memorandum of Association of POWERCO shall stand altered and amended in the manner following :
- "The Authorised Share Capital of the Company is Rs. 500,000,000 (Rupees Five Hundred Million Only) divided into 50,000,000 equity shares of Rs.10 (Rupees Ten Only) each with rights, privileges and conditions attached thereto as are provided by the Articles of Association of the Company for the time being with power to increase and reduce the capital for the time being to several classes, or change in the denomination of the nominal value of such shares and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Companies Act, 1956, or any other applicable law, regulations or notification issued by Governmental Authorities or as provided by the Articles of Association of the Company for the time being".

- (c) After the existing Clause 32 of the Articles of Association of POWERCO, the following Clause shall be added as Clause 32A :
- "Either the Company or the investor may exercise an option to issue, deal in, hold the securities (including shares) with a depository in electronic form as the certificates in respect thereof shall be dematerialised, in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereto, shall be governed by the provisions of the Depositories Act, 1996 as amended from time to time or any statutory modification thereto or re-enactment thereof,
- 7 With effect from the Appointed Date and upto and including the Effective Date, INABB.
- (a) Shall be deemed to have been carrying on and shall carry on all business and activities relating to the Undertaking and stand possessed of the properties so to be transferred, for and on account of and in trust for POWERCO, including, but without limitation, manufacturing and marketing activities, advance tax instalments of Income tax, sales tax, excise and other statutory levies, etc.
- (b) all profits or income accruing to INABB or losses or expenditure (including payment of penalty, damages or such litigations) arising or incurred by It relating to the Undertaking shall, for all purposes, be treated as the profits or Income or losses or expenditure, as the case may be, of POWERCO.
- 8(a) INABB hereby undertakes, from the Appointed Date upto and including the Effective Date :
- (i) to carry on the business of the Undertaking with reasonable diligence proper prudence and not to alienate, charge, encumber or otherwise deal with or dispose of the Undertaking or any part thereof, nor conclude settlement with union or employees nor to undertake any new business or a substantial expansion of its existing business other than expansions which have already been commenced without the prior written consent of POWERCO except in ordinary course of business or pursuant to any pre-existing obligation undertaken by INABB prior to the Appointed Date;
- (ii) not to utilise the profits or income, if any, relating to the Undertaking for the purposes of declaring or paying any dividend or for any other purpose in respect of the period falling on and after the Appointed Date without the prior written consent of POWERCO.
- 8(b) POWERCO shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as are necessary under any law, for such consents, approvals and sanctions which POWERCO may required to own and operate the Undertaking.
- 9(a) POWERCO undertakes to engage, on and from the Effective Date, all permanent employees of INABB, who are directly or indirectly engaged in or in relation to the Undertaking and desirous of joining POWERCO on the terms and conditions which are not less favourable or on the same terms and conditions on which they are engaged as on the Effective Date by INABB without any interruption of service as a result of the transfer and in the terms and conditions not less favourable than those subsisting with reference to INABB as on the Effective Date, as if they were in a continuous service. POWERCO agrees that the services

of all such employees with INABB upto the Effective Date shall be taken into account for purposes of payment of any compensation, gratuity and retirement and any other benefits to which they may be eligible in INABB on the Effective Date. The position, rank and designation of the employees would be decided by POWERCO.

- 9(b) The accounts of the employees, who are employed by INABB under the sub-clause (a) above, in INABB relating to the Superannuation Fund, Provident Fund, Gratuity Fund and other Funds including any surplus in such funds shall be identified, determined and transferred to the Trustees of the respective Funds of POWERCO as and when these are created.
- 9(c) Until such time, POWERCO creates its own funds, POWERCO may, subject to necessary approvals and permissions, if any, continue to contribute in respect of the Transferred Employees to the relevant funds of INABB. On the creation of the funds, the contributions pertaining to the Transferred Employees shall be transferred to the funds created by POWERCO.
- 10 Except as provided in the clauses above, POWERCO shall accept all acts, deeds and things relating to the Undertaking of INABB done and executed by and/or on behalf of INABB on or after the Appointed Date as acts, deeds and things done and executed by and/or on behalf of POWERCO.
- 11(a) Upon the coming into effect of this Scheme and subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, insurance policies and other instruments of whatsoever nature relating, to the Undertaking, to which INABB is a party or beneficiary or executed for the benefit of the Undertaking subsisting or having effect on or before the Effective Date shall be in full force and effect against or in favour of POWERCO and may be enforced as fully and effectually as if, instead of INABB, POWERCO had at all material times been a party thereto.
- 11(b) POWERCO may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds, confirmations or other writings or multipartite agreements, arrangements, confirmations or novations with any party to any contract or arrangement to which INABB is a party or any writings as may be necessary to be executed in order to give formal effect to the Scheme. INABB if necessary will also be a party to the above. POWERCO shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of INABB and to carry out or perform all such formalities or compliances referred to above on the part of INABB to be carried out or performed.
- 12(a) Upon the coming into effect of this Scheme and in consideration of the demerger and transfer of the Undertaking in favour of POWERCO, POWERCO shall, without any further act or deed and without any further payment, issue and allot to each member of INABB, holding equity shares as on the Record Date, one equity share of POWERCO of face value of Rs.10 each credited, as fully paid-up in cash for every one fully paid-up equity shares of face value of Rs. 10 each held by such member in INABB.

The total number of equity shares of POWERCO to be issued and allotted to members of INABB shall be 41,418,356 equity shares of face value Rs.10/-each at par, credited, as fully paid-up in cash.

- 12(b) The issue and allotment of 41,418,356 equity shares in POWERCO to the members of INABB as provided in the Scheme shall be carried without following the procedure laid down under Section 81 (1A) and any other applicable provisions of the Act.
- 12(c) POWERCO may enter into an agreement with a depository for dematerialisation of the shares of POWERCO. In so far as the issue of shares pursuant to the clause 12(a) hereof is concerned, each member of INABB shall have the options to be exercised, by way of giving a notice to POWERCO, on or before such date as may be determined by the Board of Directors of INABB and POWERCO, to receive the shares either in certificate form or in dematerialised form. In the event that such notice has not been received by POWERCO in respect of any members, the shares shall be issued to such members in certificate form. In respect of those members exercising the option to receive the shares in dematerialised form, such members shall have opened and maintained an account with a depository participant, and shall provide such other confirmations and details as may be required.
- 12(d) Equity shares to be issued by POWERCO pursuant to clause 12(a) in respect of any equity shares of INABB which are held in abeyance under the provisions, of section 206A of the Act or otherwise shall pending allotment or settlement of dispute by order of court or otherwise be held by the trustees appointed by POWERCO.
- 12(e) Equity shares of POWERCO issued In terms of clause 12(a) above, shall, subject to the execution of the listing agreement and payment of the appropriate fee, be listed on the Stock Exchange/s.
- 12(f) In the event there being any pending share transfers, whether lodged or outstanding, of any shareholder of INABB, the Board of Directors or any committee thereof of INABB at its sole discretion shall be empowered in appropriate cases, even subsequent to the Record Date or the Effective Date as the case may be, to effectuate such a transfer in INABB as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor of the share in POWERCO and in relation to any new shares after the Scheme becomes effective. The Board of Directors of INABB shall be empowered to remove such difficulties as may arise .in the course of implementation of the Scheme and registration of new members in POWERCO on account of difficulties faced in the transition period.
- 13 Such equity shares to be issued and allotted by POWERCO in terms of clause 12(a) above shall rank pari passu in all respects with the existing equity shares of POWERCO, save and except in relation to dividends, if any, to which they, may be entitled to, from the Appointed Date.

PART III

- 14 On the Scheme being agreed to by the requisite majorities of the members, secured and unsecured creditors (where applicable) of INABB and POWERCO respectively, INABB and POWERCO, shall respectively with reasonable dispatch, apply to the High Court of Judicature at Bombay for sanctioning this Scheme of Arrangement Under Section 391 of the Act and for an order or orders Under Section 394 of the Act for carrying this Scheme into effect.

- 15 INABB and POWERCO, through their Directors or authorised officers, are hereby empowered and authorised in their full and absolute discretion, to assent from time to time to any alterations or modifications in this Scheme including but not limited to those which the Court and/or any other authority may deem fit to approve or impose and may give such directions as they may consider necessary to settle any questions or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholder of the respective companies). In the event that any conditions are imposed by the said High Court which INABB or POWERCO find unacceptable for any reason whatsoever then INABB and/or POWERCO shall be entitled to withdraw from the Scheme in which event no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.
- 16 The Scheme is conditional upon and subject to :
- (a) The approval of the respective requisite majorities of members, secured and unsecured creditors (where applicable) of INABB and POWERCO as referred to in clause 14 hereof and the requisite order or orders referred to in clause 14 hereof being obtained; and
 - (b) The filing of the necessary certified copies of orders under section 391 to 394 of the Act with the Registrar of Companies, Maharashtra,
- The last of the dates of the satisfaction of the abovementioned conditions shall be the "Effective Date" for the purpose of this Scheme.
- 17 In the event of any of the said sanctions and approvals referred to in the preceding clause 16 above not being obtained and/or the Scheme not being paused as aforesaid before December 31, 1999 or within such further period or periods as may be agreed upon between INABB by its Directors and POWERCO by its Directors (and which the Board of Directors of the Companies are hereby empowered and authorised to agree to and extend from time to time without any limitations), this Scheme shall stand revoked, cancelled and be of no effect and null and void, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as may otherwise arise in law and in such event each Company shall bear their respective costs, charges and expenses in connection with this Scheme.
- 18 All costs, charges and expenses in relation to or in connection with the preparation, execution or implementation of the Scheme incurred prior to and upto the Effective Date shall be borne and paid by INABB. However, all other costs, charges and expenses shall be borne and paid by POWERCO. POWERCO shall also bear and pay all stamp duties and registration charges payable for giving effect to or implementing the provisions of the Scheme, irrespective of when these are incurred; if such costs, charges and expenses are paid by INABB they shall be reimbursed by POWERCO to INABB.

SCHEDULE 'A'**LIST OF ASSETS PERTAINING TO THE UNDERTAKING TO BE TRANSFERRED BY INABB TO POWERCO :****(1) Immovable properties****Land**

- (a) Freehold Land situated at Maneja, Vadodra 390 013 and admeasuring approx. 1,00,522 Sq Metres and more specifically bearing Plot No. 167 (Part) and 182 (Part). The identified land is bounded on all sides as follows :
- | | | | |
|---|-------------------------|---|---|
| * | On or towards the North | - | ABB Transformer Factory Buildings : |
| * | On or towards the South | - | Maneja Road upto Makar pura railway station/S No. 148,165, 164, 163 |
| * | On or towards the West | - | Vadodra to Mumbai Railway Line |
| * | On or towards the East | - | ABB KV Sub-Station, Scrap-yard and Maneja Village Open Land |

Freehold buildings (to be transferred outright)

- (a) Freehold buildings situated at Maneja, Vadodra 390 013 and built on the above mentioned land in Vadodra proposed to be transferred to POWERCO and more specifically defined as under:
- Manufacturing Shed - 1
 - Manufacturing Shed - 2
 - Manufacturing Shed - 3
 - Manufacturing Shed - 4
 - Manufacturing Shed - 5
 - Administration Building
 - Canteen Building :
 - Parking
 - Tunnel
 - Sub-Station
 - DG Set/Control Room
 - Any other building/structure like overhead and underground
 - Water tank, HSD tank, boiler etc. on the identified Land.

Freehold Buildings (to be transferred by way of lease)

- (a) Part of the first, second and third floors of the Annex building in the INABB plant situated at Budge Budge Trunk Road, Maheshtala 743 352, South 24 Parganas Calcutta, admeasuring approx. 2,069 sq metres.
- (b) Part of the finished materials store cum office admeasuring approx 840 sq metres in the INABB plant situated at Budge Budge Trunk Road, Maheshtala 743 352. South 24 Parganas Calcutta, admeasuring approx 210 sq metres.
- (c) Part of the Common Administration building of the Transmission Segment in the INABB Plant situated at Maneja, Vadodra 390 013 and admeasuring approx 900 sq metres.

Leasehold buildings

- (a) Leasehold buildings situated at Chandiwala Estate, Maa Anand Mai Ashram Marg, Kalkaji, New Delhi 110 019 and more specifically described as follows :
 - Building consisting of 4 floors and terrace admeasuring approx 4,881 sq metres.
 - Building consisting of 4 floors admeasuring approx 3,133 sq metres and;
 - Building consisting of 3 floors admeasuring approx 1,004 sq metres.
- (b) Part of the Leasehold buildings admeasuring approx 309 Sq metres situated at Brown Boverl House, Race Course Circle, Vadodra.

(2) Movable properties

All the movable properties or assets of the Undertaking whether owned, leased hire purchased, or licenced or otherwise, including but without limitation.

- (a) Plant and Machinery, Furniture and Fixtures etc. and those separately identified, whether fixed or attached to all immovable or movable properties spepcified above.
- (b) EDP equipment, information technology equipment, photo-copying machines and other office equipment currently used exclusively by the Undertaking and all appurtenants thereto.
- (c) All vehicles identified as belonging to the Undertaking and all appurtenants thereto,
- (d) Inventory of raw and packing materials, work in progress, finished goods, and including other operating assets pertaining to the Undertaking, wherever situated,
- (e) Sundry debtors, Loans and Advances and other Current Assets pertaining to the Undertaking.
- (f) All necessary records, files, papers, engineering and process information, drawings, data, catalogues, quotations, list of present and former customers and suppliers, customer credit information, customer pricing information, and other recording in connection with or relating to the Undertaking.

SCHEDULE 'B'**EXTENT OF LIABILITIES AND DEBTS OF THE UNDERTAKING**

Particulars	Rs. In Thousand
13.5% 1990 Non-convertible debentures	163
13.5% 1990 Non-convertible debentures (Series-II)	483
18% Non-convertible debentures	7,976
Cash Credit facilities from Banks	11,391
Fixed Deposits	1,998
HDFC Loan	786
Current Liabilities	816,110

IN THE HIGH COURT OF JUDICATURE AT MUMBAI
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY APPLICATION NO. 914 OF 1999
CONNECTED WITH
COMPANY APPLICATION NO. 383 OF 1999

In the matter of Companies Act, 1956;

AND

In the matter of Sections 391 to 394 of the
Companies Act, 1956;

AND

In the matter of Asea Brown Boveri
Management Limited;

AND

In the matter of Scheme of Arrangement
between Asea Brown Boveri Limited and Asea Brown
Boveri Management Limited.

ASEA BROWN BOVERI MANAGEMENT LIMITED

..... Petitioner

CERTIFIED COPY OF
ORDER SANCTIONING THE SCHEME
OF ARRANGEMENT

Dated this 1st day of October, 1999
Filed this 17th day of November 1999

Crawford Bayley & Co
Advocates for the Petitioner
State Bank of India Bldg
NGN Vaidya Marg
Mumbai 400023

Applied on	11-11-99
Engrossed on	18-11-99
Section Writer	Sd/-
Folios	23 Pages
Examine by	Sd/-
Compare by	Sd/-
Ready on	18-11-99
Delivered on	18-11-99

This Agreement made at 5th September two thousand BETWEEN ALSTOM Power India Limited a Public Limited Company incorporated under the Companies Act, 1956 and having its Registered Office at V Floor, The International, 16, Marine Line Cross Road No.1, Churuchgate, Mumbai - 400 020, India (hereinafter referred to as "the Company" which expression shall, unless there is anything repugnant in the subject or context include its successors and assigns) of the ONE PART and Dr Krishna Pillai, residing at B-32, Malcha Marg, Chanakya Puri, New Delhi - 110 021 (hereinafter referred to as "Dr Pillai" of the OTHER PART.

WHEREAS the Board of Directors by a resolution passed at the Meeting of the Board of Directors of the Company held on 6th December, 1999 appointed Dr Pillai as Managing Director of the Company for the period of five years from 6th December,1999, upon and subject to the terms, provisions and conditions hereinafter appearing and in accordance with Section 269 read with Schedule XIII to the Companies Act, 1956 and subject to necessary Government approvals, if required.

AND WHEREAS at the General Meeting of the Company held on 15th December, 1999 the Company passed a Special Resolution approving the appointment, remuneration and perquisites payable to Dr Piilai.

AND WHEREAS the Central Government by their Letter No.1/22/2000-CL VII dated 31st March 2000, Letter No.1/22/2000-CL VII dated 3rd August 2000 and Letter No. 1/22/2000-CL VII dated 30th August 2000 approved the said appointment of Dr Pillai under section 269 of the Companies Act, 1956 and the payment of remuneration to him.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES. HERETO AS FOLLOWS :

- 1 The Company shall employ Dr Pillai and Dr Pillai shall serve the Company. as its Managing Director for a period of FIVE years from 6th December 1999 in accordance with Section 269 read with Schedule XIII and all other applicable provisions of Companies Act, 1956 subject to employment being previously determined in pursuance to any of the provisions of this Agreement.
- 2 Subject to such orders and directions as may from time to time be given to him by the Board of Directors of the Company (hereinafter referred to "the Board"), all such orders and directions Dr Pillai shall, promptly and faithfully obey, observe and comply with in all respects and subject also to such restrictions as the Board may in its sole and uncontrolled discretion from time to time impose on him, Dr Pillai shall have the management of whole of the affairs of the Company with power to appoint and dismiss employees of the Company, to enter into contracts on behalf of the Company in the ordinary course of business and to do and perform all ether acts and things, which in the ordinary course of business, he may consider necessary or proper or in the interest of the Company.
- 3 During his employment under this Agreement, Dr Pillai shall use his best, endeavours to promote, the interest and welfare of the Company.
- 4 During the period of his employment, Dr Pillai shall whenever required by the Company undertake such travelling in India and elsewhere as the Board may from time to time direct in connection with or in relation to the business of the Company.

- 5 The Company shall in consideration of the performance of his duties, pay to Dr Pillai during the continuance of this Agreement, the following remuneration :
- (i) Salary of Rs.50,000.00 (Rupees Fifty Thousand Only) per month.
 - (ii) Annual increment as may be decided by the Board of Directors during the subsistence of this Agreement.
 - (iii) Income tax payable on the remuneration and benefits shall be borne by the Company.
- 6 In addition to salary and commission, the following perquisites shall be allowed to Dr Pillai:
- (j) Housing : Dr Pillai shall be entitled to rent free furnished residential accommodation.
 - (ii) In case no accommodation is provided by the Company, Dr Pillai shall be entitled to house rent allowance as may be approved by the Board of Directors.
 - (iii) Reimbursement of gas, electricity, water charges and furnishings,
 - (iv) Reimbursement of medical expenses incurred for Dr Pillai and Family,
 - (v) Leave Travel Concession (Home Leave) for Dr Pillai and Family once in a year incurred in accordance with the Rules specified by the Company.
 - (vi) Fees of clubs subject to a maximum of two clubs,
 - (vii) Personal Accident Insurance as per the Rules of the Company,
 - (viii) Provision of two car for business as well as personal purposes.
 - (ix) Telephone at the residence,
 - (x) Provision of services of security guards and gardener.
7. Dr Pillai shall also be paid the following perquisites which shall not be included in the computation of the ceiling on the remuneration in the event the Company has no profit or its profits are inadequate in any financial year during the aforesaid period.
- (i) Earned/Privilege Leave : On full pay and allowances, as per rules of the Company but not more than 30 working days leave for every year of service shall be allowed.
- Explanation : "Family" means the spouse, the dependent children and dependent parents of the Managing Director.
- Notwithstanding anything herein above, where in any financial year, during the currency of his tenure as Managing Director, the Company has no profits or its profits are inadequate, the Company will pay the aforesaid remuneration by way of salary and perquisites as minimum remuneration subject to the approval, of the Central Government, if and when necessary.
- 8 Dr Pillai shall be entitled to :
- (a) the reimbursement of entertainment expenses actually and properly incurred by him in the course of the legitimate business of the Company in accordance with the rules and regulations of the Company In force from time to time or as may be approved by the Board of Directors; and

- (b) the reimbursement of travelling, hotel and other expenses incurred by him in India and abroad exclusively on the business of the Company in accordance with the rules and regulations of the Company in force from time to time or as approved by the Board of Directors.
- 9 As long as Dr Pillai functions as the Managing Director, he shall not be paid any sitting fees for attending the meeting of the Board of Directors or Committee thereof.
- 10 As long as Dr Pillai functions as Managing Director, he shall not be subject to retirement by rotation.
- 11 Dr Pillai shall not, during the term of this Agreement with the Company, engage himself either directly or indirectly or be interested in any capacity whatsoever or render assistance to any firm, Company or persons whatsoever whether a manufacturer, dealer or trader in goods or products which are of the same or similar kind and nature as those of the Company.
- 12 As long as Dr. Pillai functions as Managing Director, he shall not become interested or otherwise concerned directly or through his wife and/or minor children, in any selling agency of the Company in future without the prior approval of the Central Government.
- 13 Dr Pillai shall not during the continuance of his employment with the Company or at any time thereafter divulge or disclose to any person whomsoever or to make any use whatsoever for his own purpose or for any purpose other than that of the Company any information or knowledge obtained by him during his employment as to the business or affairs of the Company or its methods or as to any trade secrets or secret processes of the Company, and Dr Pillai shall during the continuance of his employment hereunder also use his best endeavours to prevent any other person from so doing PROVIDED HOWEVER that such divulgence or disclosure by Dr Pillai to Officers and employees of the Company for the purpose of business of the Company shall not be deemed to be a contravention of this Clause.
- 14 If Dr Pillai shall at any time be prevented by ill-health or accident or any physical or mental disability from performing his duties hereunder, he shall inform the Company and supply with such details as it may be reasonably required, and if he shall be unable by reason of ill-health or accident or disability for a period of 180 days in any period of twelve consecutive calendar months, to perform his duties hereunder, the Company may forthwith terminate his employment hereunder.
- 15 The Company shall be entitled to terminate Dr Pillai's employment as Managing Director and/or his Office as Director forthwith, if he becomes insolvent or makes any composition or arrangement with his creditors or ceases to be Director or a Managing Director of the Company.
- 16 In case of Dr Pillai's death in the course of his employment with the Company, the Company shall pay to his legal representatives the salary and other emoluments payable hereunder for the then current month together with any such further sum as the Board in its sole and uncontrolled discretion may determine.
- 17 If Dr Pillai is guilty of inattention to or negligence in the conduct of the business or any other act or omission inconsistent with his duties as the Managing Director or any breach of this Agreement, which, in the opinion of the board, renders his retirement from Office of Managing

Director desirable, the Company by not less than ninety day's notice in writing to Dr Pillai determine this Agreement and upon the expiration of such notice Dr Pillai shall cease to be a Director of the Company.

- 18 Notwithstanding anything to the contrary contained in the Agreement, either party shall be entitled to terminate the Agreement at anytime by giving to the other party 180 days notice in writing in that behalf, without the necessity of showing any cause and on the expiry of the period of such notice this Agreement shall stand determined and in view thereof and as a consequence of such termination by notice Dr. Pillai shall cease to be a Director of the Company,
- 19 The terms and conditions of the said appointment and/or Agreement may be altered and varied from time to time by the Board as may be permissible as it deems fit, subject to the provision of the Companies Act, 1956 or any amendments or relaxation made hereafter in that regard.
- 20 The Agreement represents the entire agreement between the parties hereto on the subject matter hereof and cancels and supersedes all prior agreements, arrangements or understandings, if any, whether oral or in writing, between the parties hereto on the subject matter hereof.

IN WITNESS WHEREOF, the Company has caused its Common Seal to be hereunto affixed and Dr. Pillai has hereunto set his hand the day and year first above written.

The COMMON SEAL OF ALSTOM Power India Limited was pursuant to the Resolution of the Board of Directors of the said Company passed in that behalf on 6th December 1999 hereunto affixed in the presence of:

1.

2.

SIGNED and DELIVERED by the said Dr. Krishna Pillai in the presence of:

THIS AGREEMENT made at New Delhi this 15th day of September Two Thousand **BETWEEN ALSTOM Power India Limited** a public limited Company incorporated under the Companies Act, 1956 and having its registered Office at Plot No. 22A, Shah Industrial Estate, 1st Floor, Off Veera Desai Road, Andheri (W), Mumbai 400 053 (hereinafter referred to as "the Company" which expression shall, unless there is anything repugnant in the subject or context include its successors and assigns) of the **ONE PART AND MRS. N.R.DESAI** residing at 527, Ramjharukha, S.V. Road, Andheri (W), Mumbai 400 058, (hereinafter referred to as "Mrs.Desai") of the **OTHER PART**.

WHEREAS the Board of Directors by a resolution passed at the meeting of the Board of Directors of the Company held on 29th June, 2000 appointed Mrs. Desai as a Whole-time Director of the Company designated as Director - Corporate Affairs for a period of five years, with effect from 1st September, 2000 to 31st August, 2005 upon and subject to the terms, provisions and conditions hereinafter appearing and In accordance with Section 269 read with Schedule XIII to the Companies Act, 1956 and subject to necessary Government approvals, if and when required;

AND WHEREAS at the Extraordinary General Meeting of the Company held on 14th August, 2000, the Company passed a Special Resolution approving the appointment, remuneration and perquisites payable to Mrs. Desai hereunder in accordance with the said Schedule XIII to the Companies Act, 1956;

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The company shall employ Mrs. Desai and Mrs. Desai shall serve the Company as its Whole time Director designated as Director - Corporate Affairs for a period of five years from 1st September, 2000 to 31st August, 2005 in accordance with Section 269 read Schedule XIII to the Companies Act, 1956, subject to the employment being previously determined in pursuance of any of the provisions of this Agreement;
2. As whole-time Director, Mrs. Desai shall perform such duties and exercise such powers as are entrusted to her from time to time by the Managing Director and in his absence by the Board of Directors of the Company (hereinafter referred to "the Board). She shall also be the Company Secretary and In-house Legal Counsel. She shall report to the Managing director and she shall be responsible for all actions relating to the business of the Company to the Managing Director and in his absence to the Board and shall promptly and faithfully obey and observe such orders and directions as may from time to time be given to her by the Managing Director and in his absence by the Board.
3. During her employment under this Agreement, Mrs. Desai shall devote her whole time and attention during business hours to the business of the Company as may be necessary or required and shall use best endeavours to promote its interest and welfare.
4. During the period of her employment, Mrs. Desai shall whenever required by the Company, undertake such travelling in India and elsewhere as the Managing Director or the Board may from time to time direct in connection with or in relation to the business of the Company.
5. The Company shall, in consideration of. the performance of her duties, pay to Mrs. Desai during the continuance of this Agreement, the following remuneration :-

- (i) Salary of Rs. 43,500/- (Rupees Forty Three Thousand Five Hundred only) per month in the Salary Scale of Rs.40,000/- to Rs. 1,00,000/- The annual increment as may be decided by the Board of Directors of the Company or its Committee during the subsistence of this Agreement.
- (ii) Exgratiation Payment:- 30% of the annual salary.

OR

Commission :- In addition to salary, perquisites and other allowances, commission based on the net profits of the Company computed in the manner laid down in Section 309(5) of the Companies Act, 1956, subject to the provisions of Section 198 and Section 309 and other applicable provisions, if any, of the Companies Act, 1956. Such commission shall be of such percentage and of such amount as the Board of Directors of the Company may determine keeping in view the performance of the Company in respect of each financial year.

6. In addition to salary and exgratia payment or commission, the following perquisites shall be allowed to Mrs. Desai:
- (i) Housing :- Mrs. Desai shall be entitled to rent free furnished residential accomodation.
 - (ii) In case no accommodation is provided by the Company, Mrs. Desai shall be entitled to :-
 - (a) house rent allowance as per the rules of the Company; presently 65% of salary and
 - (b) house maintainence allowance as per the rules of the Company; presently Rs.35,000/- in a block of 3 years,
 - (iii) Other Allowances in accordance with the rules of the Company; presently Rs. 17,250/-per month,
 - (iv) Payment/Reimbursement of medical, hospitalisation, surgical expenses and mediclaim insurance premium incurred for Mrs. Desai and family as per the rules of the Company.
 - (v) Leave travel concession for Mrs. Desai and family once in a year incurred in accordance with the rules specified by the Company.
 - (vi) Fees of one club.
 - (vii) Personal accident insurance as per the rules of the Company,
 - (viii) Provision of car with driver for business as well as personal purposes,
 - (ix) Telephone at the residence.

Perquisites shall be evaluated as per the Income Tax Rules, wherever applicable, and in the absence of any such rule, perquisites shall be evaluated at actual cost.

7. Notwithstanding anything hereinabove, where in any financial year during the currency of her tenure as Whole-time Director, the Company has no profits or its profits are inadequate, the

Company shall pay the aforesaid remuneration by way of salary and perquisites as minimum remuneration subject to the approval of the Central Government, if and when necessary and the difference between the aforesaid minimum remuneration and minimum remuneration as specified in Schedule XIII to the Companies Act, 1956 shall be paid after receipt of the Central Government approval.

8. In the event of any statutory amendment or modifications or relaxation by the Central Government to Schedule XIII to the Companies Act, 1956, the terms and conditions of the said appointment and / or the Agreement may be altered, modified, amended or varied, from time to time by the Board of Directors as it may, in its discretion, deem fit, so as not to exceed the limits specified in Schedule XIII to the Companies Act, 1956, or any amendments or modifications or relaxation made thereafter in that regard.
9. Mrs. Desai shall also be paid the following perquisites which shall not be included in the computation of the ceiling on the remuneration in the event the Company has no profit or its profits are inadequate in any financial year during the aforesaid period:
 - (i) Contribution to Provident Fund, Superannuation Fund or Annuity Fund as per the Schemes of the Company to the extent these either singly or put together are not taxable under the Income-tax Act, 1961.
 - (ii) Gratuity payable at the rate not exceeding half a month's salary for each completed year of service.
 - (iii) Earned / privilege leave : On full pay and allowances, as per rules of the Company but not more than one month's leave for every eleven months of service shall be allowed. Leave accumulated at the end of her current term will be allowed to be encashed and in case of future term(s) of appointment shall be carried forward and such further term(s) be treated as continuation of service.

Explanation: "Family" means the spouse, the dependent children and dependent parents of the Whole-time Director.

10. Mrs. Desai shall be entitled to :
 - (a) the reimbursement of entertainment expenses actually and properly incurred by her in the course of the legitimate business of the Company in accordance with the rules and regulations of the Company in force from time to time, or as may be approved by the Managing Director or the Board and ;
 - (b) the reimbursement of travelling, hotel and other expenses incurred by her in India and abroad exclusively on the business of the Company in accordance with the rules and regulations of the Company in force from time to time or as approved by the Managing Director or the Board.
11. As long as Mrs. Desai functions as Whole-time Director, no sitting fee to be paid to her for attending the Meetings of the Board of Directors or Committee thereof.

12. As long as Mrs. Desai functions as a Whole time Director, she shall not be subject to retirement by rotation. However upon termination of this Agreement, she shall cease to be the Director of the Company.
13. Mrs. Desai not to engage herself, either directly or indirectly or be interested in any capacity whatsoever or render assistance during the term of her Agreement with the Company to any firm, company or persons whether a manufacturer, dealer or trader in goods or products which are of the same or similar kind and nature as those of the Company.
14. As long as Mrs. Desai functions as Whole-time Director, Mrs. Desai not to be interested or otherwise concerned directly or through her husband and / or minor children, in any selling agency of the Company in future without the prior approval of the Central Government.
15. Mrs. Desai shall not during the continuance of her employment with the Company or at any time thereafter divulge or disclose to any person whomsoever or to make any use whatsoever for her own purpose or for any purpose other than of the Company any information or knowledge obtained by her during her employment as to the business or affairs of the Company and Mrs. Desai shall during the continuance of her employment hereunder also use her best endeavours to prevent any other person from so doing PROVIDED HOWEVER that such divulgence or disclosure by Mrs. Desai to officers and employees of the Company for the purpose of business of the Company shall not be deemed to be a contravention of this Clause.
16. If Mrs. Desai shall at any time be prevented by ill-health or accident or any physical or mental disability from performing her duties hereunder, she shall inform the Company and supply it with such details as it may reasonably require, and if she shall be unable by reason of ill-health or accident or disability for a period of 180 days in any period of twelve consecutive calendar months to perform her duties hereunder, the Company may forthwith terminate her employment hereunder.
17. The Company shall be entitled to terminate Mrs. Desai's employment as Whole-time Director and or her office as a Director forthwith, if she becomes insolvent or makes any composition or arrangement with its creditors or ceases to be a Director or a Whole-time Director of the Company.
18. In case of Mrs. Desai's death in the course of her employment as Whole-time Director with the Company, the Company shall pay her legal representatives the salary and other emoluments payable for the then current month together with any such further sum as the Board of its sole and uncontrolled discretion may determine.
19. If Mrs. Desai is guilty of inattention to or negligence in the conduct of the business or any other act or omission inconsistent with her duties as the Whole-time Director or any breach of this Agreement, which, in the opinion of the Board, renders her retirement from office of Whole-time Director desirable, the Company by not less than 90 days' notice in writing to Mrs. Desai determine this Agreement and upon the expiration of such notice Mrs. Desai shall cease to be a Director of the Company.
20. Notwithstanding anything to the contrary contained in the Agreement, either party shall be entitled to terminate the Agreement at anytime by giving to the other party 90 days' notice in

writing in that behalf without the necessity of showing any cause and on the expiry of the period of such notice, this Agreement shall stand determined and in view thereof and as a consequence of such termination by notice, Mrs. Desai shall cease to be a Director of the Company.

21. The terms and conditions of the appointment and / or Agreement may be altered and varied from time to time by the Board as it may be permissible and if deem fit, so as not to exceed the limits specified in Schedule XIII to the Companies Act, 1956 or any amendment or relaxation made hereafter in that regard.
22. The Agreement represents the entire agreement between parties hereto on the subject matter hereof and cancels and supersedes all prior agreements, arrangements or understandings, if any, whether oral or in writing between the parties hereto on the subject matter hereof.

IN WITNESS WHEREOF, the Company, has caused its Common Seal to be hereunto affixed and Mrs. Desai has hereunto set her hand the day and year first above written.

The COMMON SEAL of	}
ALSTOM POWER India Limited	}
Pursuant to the Resolution of the	}
Board of Directors of the said	}
Company passed in that behalf	}
on 29 th day of June, 2000	}
Hereunto affixed in the presence of:	}

1.

2.

SIGNED and DELIVERED by the	}
Said Mrs. N.R. Desai	}
In the presence of:	}

EXTRACT OF THE SPECIAL RESOLUTION PASSED AT THE EXTRAORDINARY GENERAL MEETING OF ASEA BROWN BOVERI MANAGEMENT LIMITED HELD ON 20TH AUGUST 1999 AT MUMBAI.

1. "RESOLVED THAT, subject to and in terms of the requisite sanction of the Arrangement be embodied in the Scheme of Arrangement between Asea Brown Boveri Limited and the Company under Sections 391 to 394 and other applicable provisions, if any, of the Companies Act, 1956 (hereinafter referred to as "the Act") by the High Court of Judicature at Bombay and pursuant to Section 17 and other applicable provisions, if any, of the Act, the Memorandum of Association of the Company, be and is hereby amended in the following manner with effect from the Appointed Date stipulated in the aforesaid Scheme of Arrangement, i.e. 1st April 1999:

After the existing Clause III (A) (1) of the Memorandum of Association, the following Clauses shall be added as sub-clauses 1A and 1B:

- 1A. To manufacture, buy, sell, exchange, alter, improve, service, erect and commission, manipulate, prepare for market, import or export or otherwise deal in all kinds of power plants and power generation equipment including but not restricting to steam turbine, gas turbine, hydro turbine, generators, condensers, exchangers and power plant auxiliaries, steam generators and steam generator systems and all relating to power generation or generation of electricity business in India and abroad.
- 1B. To carry on the business of electric engineers, hydraulic engineers, power plant engineers and all and every work connected with the same and carry on the business of electrical, mechanical and consulting engineers, supplier of electricity for the purpose of light, heat, motive power or otherwise, manufacturers of and dealers in machinery, apparatus, instruments and things required for or capable of being used in connection with generation of electricity in India and abroad.

2. "RESOLVED THAT pursuant to Section 31 and other applicable provisions, if any, of the Companies Act, 1956, and subject to and in terms of the requisite sanction of the Arrangement embodied in the Scheme of Arrangement between Asea Brown Boveri Limited and the Company under Sections 391 to 394 of the Companies Act, 1956, by the High Court of Judicature at Bombay, the Articles of Association of the Company be and are hereby altered with effect from the Appointed Date as under:

- (a) The following new Article 5 be substituted for the present Article 5 of the Articles of Association of the Company

'5. The Authorised Share Capital of the Company is Rs.50,00,00,000/- (Rupees fifty crores only) divided into 5,00,00,000/- (Five crores) Equity Shares of Rs.10/- (Rupees ten) each.

- (b) The following new Article as Article 32A be inserted after the existing sub-Article 32(b).

Either the Company or the investor may exercise an option to issue, deal in, hold the securities (including shares) with a depository in electronic form as the certificates in respect thereof shall be dematerialised, in which event the rights and obligations of the

parties concerned and matters connected therewith or incidental thereto, shall be governed by the provisions of the Depositories Act, 1996 as amended from time to time or any statutory modification thereto or re-enactment thereof."

3. "RESOLVED THAT:

- (a) Subject to and in terms of the requisite sanction of the Arrangement embodied in the Scheme of Arrangement between Asea Brown Boveri Limited and the Company under Sections 391 to 394 of the Companies Act, 1956, by the High Court of Judicature at Bombay and pursuant to Section 81(1 A) and other applicable provisions of the Companies Act, 1956 the consent of the Reserve Bank of India under the Foreign Exchange Regulation Act, 1973, and subject to other requisite consents and approvals, if any, being obtained, and subject to such conditions and modifications as may be necessary to comply with the terms and conditions and modifications as may be imposed, prescribed or suggested by the appropriate authorities in that behalf and which the Board of Directors of the Company is hereby authorised to accept, consent of the Company be and is hereby accorded to the issue of 4,14,18,356 Equity Shares of Rs.10/- each in the Company credited as fully paid-up in the proportion of one equity share of Rs.10/- each of the Company for every one equity share of Rs.10/- of Asea Brown Boveri Limited (INABB) to the persons who are members of INABB and whose names appear on the Register of Members of INABB on such record date as may hereafter be fixed by the Board of Directors of INABB and the Board of Directors of the Company in that behalf.
- b) The new equity shares be allotted subject to the Memorandum and Articles of Association of the Company.
- c) The new equity shares shall rank pari passu with the existing equity shares of the company, save and except in relation to dividends, which they may be entitled from 1st April 1999 being the Appointed Date as per the aforesaid Scheme of Arrangement.
- d) The issue and allotment of the new equity shares in accordance with paragraph (a) of this Resolution be subject to the approval of the Reserve Bank of India under the Foreign Exchange Regulation Act, 1973.
- e) No letters of allotment be issued to the allottees of the equity shares and that the share certificates in respect of the new equity shares to be allotted as fully paid up equity, shares as aforesaid shall be completed and be ready for delivery in physical form as per the option which may be exercised by the Members of INABB, within three months from the respective date of allotment thereof.
- f) For the purpose of giving effect to this resolution, the Board of Directors of the Company be and is hereby authorised to do and perform all such acts, deeds, matters and things as they may in their absolute discretion deem necessary, desirable or appropriate to settle any question, difficulty or doubt that may arise in regard to the issue and distribution of the new equity shares as they may think fit and to accept on behalf of the Company such conditions and modifications if any, relating to the issue of the new equity shares, which may be imposed, required or suggested by the Reserve Bank of India, and any other appropriate authority, which the Board of Directors in its discretion think fit and proper.

EXTRACT OF THE SPECIAL RESOLUTION PASSED AT THE EXTRAORDINARY GENERAL MEETING OF ASEA BROWN BOVERI MANAGEMENT LIMITED HELD ON 30TH OCTOBER. 1999 AT MUMBAI.

1. "RESOLVED THAT subject to the approval of the Central Government and pursuant to Section 21 of the Companies, Act, 1956, the name of the Company be and is hereby changed from 'Asea Brown Boveri Management Limited' to 'ABB ALSTOM Power India Limited.'"
2. "RESOLVED THAT in compliance with the provisions of Section 163 and other applicable provisions, if any, of the Companies Act, 1956 ("the Act") the Company hereby approves that the Register of Members, the Index of Members, records relating to returns of allotment from time to time, copies of Annual Returns prepared under Section 159 of the Act together with the copies of certificates and documents required to be annexed thereto under Section 161 of the Act or any one or more of them instead of being kept at the Registered Office of the Company be kept at the Office of Tata Consultancy Services, a division of Tata Sons Limited, the Registrars and Share Transfer Agents of the Company situated at Lotus House, 6 New Marine Lines, Sir Vithaldas Thackersey Marg, Mumbai 400 020; with effect from the date of allotment of shares to the shareholders of Asea Brown Boveri Limited.

RESOLVED FURTHER THAT the Registers, Indexes, Returns, Books, Certificates and Documents of the Company required to be maintained and kept for inspection under the provisions of the Companies Act, 1956 be kept open for inspection, at the above mentioned place for persons entitled thereto, to the extent and in the manner and on payment of fees, if any, specified in the aforesaid Act, between 10.30 a.m. and 12.30 p.m. on any working day (Monday to Friday) except when the Registers and Books are closed under the provisions of the said Act or the Articles of Association of the Company, provided however, that the Register required to be maintained, under Section 307 of the said Act shall be open for inspection to the members."

EXTRACT OF THE SPECIAL RESOLUTION PASSED AT THE EXTRAORDINARY GENERAL MEETING OF ABB ALSTOM POWER INDIA LIMITED HELD ON 15TH DECEMBER 1999 AT NEW DELHI.

"RESOLVED that the Regulations contained in the document submitted to the meeting and for the purpose of identification initialed by the Chairman thereof be and they are hereby approved and adopted as the Articles of Association of the Company from this day substitution for and to the exclusion of the existing Articles of Association of the Company."

EXTRACT OF THE SPECIAL RESOLUTION PASSED AT THE EIGHTH ANNUAL GENERAL MEETING OF ABB ALSTOM POWER INDIA LIMITED HELD ON 16TH MAY, 2000 AT MUMBAI.

"RESOLVED THAT Messrs. BSR & Co., Chartered Accountants, be and is hereby appointed Auditors of the Company to hold office from the conclusion of this meeting until the conclusion of the next Annual General Meeting at and for such remuneration as may be fixed by the Board of Directors of the Company in addition to reimbursement of travel and out-of-pocket expenses, incurred by them,"

EXTRACT OF THE SPECIAL RESOLUTION PASSED AT THE EXTRAORDINARY GENERAL MEETING OF ABB ALSTOM POWER INDIA LIMITED HELD ON 14TH AUGUST, 2000 AT MUMBAI.

1. "RESOLVED THAT subject to the approval of the Central Government and pursuant to Section 21 of the Companies Act, 1956, the name of the Company be and is hereby changed from 'ABB ALSTOM POWER India Limited' to 'ALSTOM Power India Limited'."
2. "RESOLVED THAT pursuant to the provisions of Sections 198, 269, 309, 314 and other applicable provisions, if any, of the Companies Act, 1956 read with Schedule XIII to the Companies Act, 1956, or any statutory amendment or modification thereto and subject to the approval of the Central Government, If necessary, and such other sanctions as may be necessary, desirable and expedient in law, the company hereby approves the appointment of Mrs.N.R.Desai, the Director of the Company, as the Whole-time Director of the Company designated as Director Corporate Affairs for a period of five years with effect from 1st September, 2000 to 31st August, 2005, upon the terms and conditions as set out in the draft Agreement laid before this meeting and for the purpose of identification, signed by the Chairman, which Agreement is hereby specifically approved and sanctioned with liberty to the Board of Directors to alter, vary and modify the terms and conditions of the said appointment and/or Agreement, in such manner as may be agreed upon by and between the Board of Directors and Mrs. N.R.Desai and if necessary as may be agreed to between the Central Government and the Board of Directors as may be acceptable to Mrs. N.R.Desai.

RESOLVED FURTHER THAT subject to the provisions of Section 198 and Section 309 and other applicable provisions, if any, of the Companies Act, ,1956, the remuneration payable to Mrs. N.R. Desai as Whole-time Director by way of salary, exgratia payment or commission, perquisites arid other allowances, shall not exceed five percent of the net profits of the company and ten percent of such net profits for all such managerial persons of the Company together in that financial year.

RESOLVED FURTHER THAT notwithstanding anything herein above stated, wherein any financial year during the currency of her tenure as Whole time Director, the company has no profits or its profits are inadequate, the company will pay the remuneration by way of salary and perquisites as set out under item no.2 of the Explanatory Statement annexed to this notice as minimum remuneration subject to the approval of the Central Government, if and when necessary.

RESOLVED FURTHER THAT in the event of any statutory amendment, modification or relaxation by the Central Government to Schedule XIII to the Companies Act, 1956, the Board of Directors be and is hereby authorised to vary or increase the remuneration (including the minimum remuneration), that is, the salary, exgratia payment or commission, perquisites, allowances, etc. within such prescribed limit or ceiling and the aforesaid draft Agreement between the company and Mrs. N.R. Desai be suitably amended to give effect to such modification, relaxation or variation without any further reference to the Company in General Meeting, if so permissible.

AND RESOLVED FURTHER THAT the Board of Directors of the Company be and is hereby authorised to do and perform such acts, deeds, matters or things and take such steps as may be necessary, expedient or desirable to give effect to such resolution.

EXTRACT OF THE SPECIAL RESOLUTION PASSED AT THE NINTH ANNUAL GENERAL MEETING OF ALSTOM POWER INDIA LIMITED HELD ON 2ND MAY, 2001 AT MUMBAI.

"RESOLVED THAT, subject to the provisions of Section 372A and other applicable provisions, if any, of the Companies Act, 1956, and subject to overall limit of 900 Million Indian Rupees (MINR) the surplus Funds of the Company be placed and/or invested as Inter-corporate Deposits at a rate of interest not lower than the then prevailing bank rate with ALSTOM group Companies in India like ALSTOM Power Boilers Limited, ALSTOM Limited, ALSTOM Transport Limited and ALSTOM Systems Limited, notwithstanding the fact that the principal amount of investment(s) together with all other such investments already made, may exceed 60% of the aggregate of the paid up share capital and free reserves of the Company, or 100% of its free reserves whichever is more, from time to time.

RESOLVED FURTHER THAT the Board of Directors be and is hereby authorised to determine the manner and amount which shall be placed/invested in the above referred companies within the above mentioned limits and to do all such acts, deeds, matters and things for giving effect to this resolution including any change(s), amendment(s) or modification(s) thereto from time to time as it may deem fit."

EXTRACT OF THE SPECIAL RESOLUTIONS PASSED AT THE EXTRA ORDINARY GENERAL MEETING OF ALSTOM POWER INDIA LIMITED HELD ON 28TH MARCH, 2002 AT MUMBAI.

1. "RESOLVED THAT pursuant to the provisions of Section 94(1)(a), Section 97 and other applicable provisions, if any, of the Companies Act, 1956 read with Article 11 of the Articles of Association of the Company, the Authorised Share Capital of the Company be and is hereby altered and increased from Rs. 50,00,00,000/- Rupees Fifty Crores only) divided into 5,00,00,000 Equity Shares of Rs. 10/- each to Rs. 70,00,00,000/- (Rupees Seventy Crores only) divided into 7,00,00,000 Equity Shares of Rs. 10/- each.

AND RESOLVED FURTHER THAT upon increase of Authorised Share Capital by creation of new equity shares, the Memorandum of Association of the Company be and is hereby altered pursuant to the provisions of Section 16 of the Companies Act, 1956, by substituting the following new Clause V in place of existing Clause V of the Memorandum of Association of the Company:

- V. The Authorised Share Capital of the Company is Rs. 70,00,00,000/- (Rupees Seventy Crores only) divided into 7,00,00,000 Equity Shares of Rs. 10/- each with rights, privileges and conditions attached thereto as are provided by the Articles of Association of the Company for the time being with power to increase and reduce the capital for the time being to several classes, or change in the denomination of the nominal value of such shares and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of association of the Company for the time being and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Companies Act, 1956, or any other applicable law, regulation or notification issued by Governmental Authorities or as provided by the Articles of Association of the Company for the time being."

2. "RESOLVED THAT pursuant to the provisions of Section 31 and other applicable provisions, if any, of the Companies Act, 1956 the existing Clause 5 of the Articles of Association of the Company relating to the Share Capital be substituted with the following Clause :-

'5, The Authorised Share Capital of the Company shall be as mentioned in the Memorandum of Association of the Company.'

3. "RESOLVED THAT:

(a) Subject to and in terms of the requisite sanction of the Scheme of Arrangement for Amalgamation ("the Scheme") of ALSTOM Transport Limited, ALSTOM Systems Limited and ALSTOM Power Boilers Limited (hereinafter collectively referred to as 'the Transferor Companies') with the Company (hereinafter referred to as 'the Transferee Company') under Sections 391 to 394 and other applicable provisions, if any, of the Companies Act, 1956, submitted to the concerned High Courts of Judicature at Bombay and Delhi and pursuant to Section 81(1 A) and other applicable provisions, if any, of the Companies Act, 1956, the consent of the Reserve Bank of India under the Foreign Exchange Management Act, 1999, and subject to other requisite consents and approvals, if any, being obtained, and subject to such conditions and modifications as may be necessary to comply with the terms and conditions and modifications as may be imposed, prescribed or suggested by the appropriate authorities in that behalf and which the Board of Directors of the Company is hereby authorised to accept, consent of the Company be and is hereby accorded to issue and allot equity shares of the face value of Rs.10/- each of the Company (hereinafter called as 'the new equity shares') credited as fully paid-up to those members whose names are recorded in the Register of Members of the Transferor Companies on the date "Record Date" to be fixed by the Board of Directors of the Transferee Company or a Committee thereof without any further act, obligation or deed in the following proportion :

- (I) in respect of every 85 (Eighty Five) equity shares of the face value of Rs. 10/- each fully paid-up held by him in ALSTOM Transport Limited, 50 (Fifty) new equity shares;
- (II) in respect of every 85 (Eighty Five) equity shares of the face value of Rs. 10/- each fully paid-up held by him in ALSTOM Systems Limited, 78 (Seventy Eight) new equity shares;
- (III) (A) in respect of every 85 (Eighty Five) equity shares of the face value of Rs.10/- each fully paid-up held by him in ALSTOM Power Boilers Limited, 2.2 (Two and One Fifth) new equity shares; (B) in respect of every 85 (Eighty Five) preference shares of the face value of Rs.100/- each fully paid-up held by him in ALSTOM Power Boilers Limited, 22 (Twenty Two) new equity shares.

The new equity shares will for all purposes, save as expressly provided otherwise, be deemed to have been held by each such member from the Appointed Date of the Scheme, i.e. 31st March, 2001.

- (b) Fractional Shares, if any, arising on allotment of the new equity shares by the Company shall be rounded off to the nearest integer and issued and allotted to the members of the Transferor Companies by the Transferee Company.

- (c) Upon the new equity shares being issued and allotted to the shareholders of the Transferor Companies, the Share Certificates in relation to the shares held by them in the Transferor Companies shall be deemed to be cancelled.
- (d) For the purpose aforesaid, the Company shall, if and to the extent required, apply for and obtain the consent of the Securities and Exchange Board of India, the Reserve Bank of India, the Foreign Investment Promotion Board and other concerned authorities, for issue and allotment of the new equity shares to the respective non-resident members of the Transferor Companies in the ratio aforesaid.
- (e) The new equity shares issued in terms of Clause 9(a) of the Scheme, shall, subject to the execution of the listing agreement and payment of the appropriate fees, be listed on the recognised Stock Exchange(s) in India, where the shares of the Company are listed.
- (f) Such new equity shares to be issued and allotted by the Company in terms of Clause 9(a) of the Scheme shall rank *pari passu* in all respects with the existing equity shares of the Company from the Appointed Date.

For the purpose of giving effect to this resolution, the Board of Directors of the Company be and is hereby authorised to do and perform all such acts, deeds, matters and things as it may in its absolute discretion deem necessary, desirable or appropriate to settle any question, difficulty or doubt that may arise in regard to the issue and distribution of the new equity shares as it may think fit and to accept on behalf of the Company such conditions and modifications, if any, relating to the issue of the new equity shares, which may be imposed, required or suggested by the Reserve Bank of India, and any other appropriate authority, which the Board of Directors in its discretion think fit and proper."

EXTRACT OF THE SPECIAL RESOLUTION PASSED THROUGH POSTAL BALLOT AND DECLARED AT THE EXTRA ORDINARY GENERAL MEETING OF ALSTOM POWER INDIA LIMITED HELD ON 28TH MARCH, 2002 AT MUMBAI

"RESOLVED THAT pursuant to Section 17 and other applicable provisions, if any, of the Companies Act, 1956, the Memorandum of Association of the Company, be and is hereby amended in the following manner.

After the existing Clause III (A) (1B) of the Memorandum of Association, the following Clauses shall be added as sub-clauses (1C), (1D), (1E), (1F), (1G), (1H), (1I) and (1J):

- (1C) To design, engineer, manufacture, produce, install, market, erect, sell, operate, lease, license, buy, import, export, overhaul, maintain, distribute, commission, supervise, trade in and deal with:
 - a) railway transport equipment, and
 - b) all services in connection with (a) above, and
 - c) turnkey or otherwise projects for railway transport equipment and to engage in any activities which for technical industrial or commercial reasons be directly or indirectly appurtenant to foregoing or contribute to the development thereof.

- (1D) To design, engineer, manufacture, produce, install, market, erect, sell, operate, lease, license, buy, import, export, overhaul, maintain, distribute, commission, supervise, trade in and deal with, in general, all manner of services and products regarding transport equipment.
- (1E) To engineer, set up, build, purchase, lease, establish and operate manufacturing plants, factories and facilities, processing plants, marketing and distributing and operating systems and to import, export, buy, sell, market, trade in and deal with plant, machinery, equipment, materials necessary to set up, build, purchase, service, maintain and establish the above for the objects set out in clauses (1C) and (1D) here in above.
- (1F) To carry out any and all activities of research and development of or relating to transportation equipment and related development.
- (1G) To carry on all or any of the trades or business of electrical, electronic, mechanical, civil, hydraulic, nuclear, constructional and general engineers and every branch thereof and contractors for the design, manufacture and supply of equipment, apparatus and systems of every kind in connection therewith; and for the erection, construction, repair and maintenance of buildings, premises, plant, machinery and public or private works of all kinds, in particular in the field of industrial, oil and tertiary sectors and in connection with generation, transmission, distribution, control, supply, accumulation and employment of electricity and energy of every kind.
- (1H) To design, develop, fabricate, manufacture, assemble, export, import, install, service, maintain, repair, lease, licence, market, buy, sell, distribute, trade in and deal with either as principal or as agent, and to act as consultants and render services in connection with all kinds of telecommunication equipments, including terminal equipments, exchange, equipments, data processing, electronic, mechanical transmission, terminal and equipments, microwave, radio wave and satellite products and system industries, telephone instruments, switching exchanges, transmission lines and equipments and all components, accessories, spare parts, kits and sub-assemblies thereof and to engage in any activity which may for technical, industrial or commercial reasons, directly or indirectly be appurtenant to the foregoing or contribute to development thereof.
- (1I) To carry on business as manufacturers of water-tube steam boilers and machinery of every or any description, and generally the business of engineers and manufacturers of machinery of every description and to buy, sell, manufacture, manipulate and deal in ores, metals, ironstone, and materials and apparatus of all kinds which can conveniently be dealt in by the Company in connection with any of its objects and to purchase, apply for or otherwise acquire, in India and elsewhere letters, patent or patent rights and licenses and to purchase or otherwise acquire, use and register trade marks to carry on the business, whether manufacturing or otherwise, which can be conveniently carried on in connection with any of the Company's objects, or which may seem calculated directly or indirectly to enhance the value of, or render profitable, any of the Company's property or rights for the time being or which it may be deemed advantageous to the Company to obtain or acquire.
- (1J) To crush, win, get, quarry, smelt, refine, manufacture, grow, produce, treat and prepare for market and deal in ores, metals, chemicals, mineral, vegetable and animal substances and oils, timber, fabrics, yarns, fibres, cellulose of all kinds, and their respective derivatives and by-products and all machinery, tools and apparatus used in connection therewith and to carry

on any business relating to the connection therewith and to carry on any business relating to the winning, production, treatment, working or use thereof and the preparation thereof for market, and to carry on business as engineers, iron masters, iron founders, patent fuel manufacturers, steel makers, steel workers, brass founders, colliery proprietors, coke manufacturers, miners, smelters, tin plate makers, brick makers, farmers, distillers, die-makers, metallurgists, chemists, gas products and suppliers of petrol, oil, spirit and other motive power, and to make, purchase, hire, let out and sell railway and other plant, fittings, machinery, rolling stock, stock-in-trade or any portions or parts of such articles or things",

EXTRACT OF THE SPECIAL RESOLUTION PASSED AT THE COURT CONVENED MEETING OF ALSTOM POWER INDIA LIMITED HELD ON 28TH MARCH, 2002 AT MUMBAI.

"RESOLVED THAT the Scheme of Arrangement for Amalgamation of ALSTOM Transport Limited, ALSTOM Systems Limited and ALSTOM Power Boilers Limited, the Transferor Companies, with ALSTOM Power India Limited, the Transferee Company, a copy of which has been placed before the meeting and initialled by the Chairman of the meeting for the purpose of identification, be and is hereby approved.

RESOLVED FURTHER that the Board of Directors of the transferee Company be and is hereby authorised to do all such acts, deeds, matters and things as are considered requisite or necessary to effectively implement the said Scheme of Arrangement for Amalgamation and to accept such modifications and/ or conditions, if any, which may be required and/or imposed by the Hon'ble High Court(s) of Judicature at Bombay and/or Delhi or by any other authority while sanctioning the said Scheme."

EXTRACT OF THE SPECIAL RESOLUTION PASSED AT THE TENTH ANNUAL GENERAL MEETING OF ALSTOM POWER INDIA LIMITED HELD ON 1ST NOVEMBER, 2001 AT MUMBAI.

"RESOLVED THAT pursuant to Section 31 and other applicable provisions, if any, of the Companies Act, 1956, the Articles of Association of the Company be and are hereby amended as follows:

a. In Article 2(a) the following amendments shall be made and the marginal notes be renumbered accordingly :

i) The expression titled 'Dividend' in Marginal Notes, be replaced by the following

'Dividend' 'Dividend' includes any interim dividend and bonus.

ii) After the meaning of expression 'Equity Share Capital' in the Marginal Notes, the following shall be inserted :

'Employees
Stock Option' 'Employees Stock Option' means the option given to the managing /
whole time directors, officers or employees of the Company, which
gives such directors, officers or employees the benefit or the right to
purchase or subscribe at a future date, the securities offered by the
Company at a predetermined price.

- iii) After the meaning of expression 'Seal' in the Marginal Notes, the following shall be inserted:

'SEBI' 'SEBI' means Securities and Exchange Board of India established under Securities and Exchange Board of India Act, 1992.

'Securities' 'Securities' include

9. Shares, scrips, stocks, bonds, debentures, debenture stock or other marketable securities of a like nature in or of any incorporated company or other body corporate;
10. Derivatives;
11. Units or any other instrument issued by any collective investment scheme to the investors in such schemes;
12. Government securities;
13. Such other instruments as may be declared by the Central Government to be securities;
14. Rights or interest in securities;
15. Hybrids (i.e. securities which have the character of more than one type of security); and
16. Such other securities as may be specified by SEBI or under Securities Contracts (Regulation) Act, 1956, from time to time.

- (iv) After the meaning of expression 'Share' in the Marginal Notes, the following shall be inserted :

'Sweat Equity Shares' 'Sweat Equity Shares' means equity shares issued by Equity the Company to employees or directors at a discount or for consideration other than cash for providing know-how or making available rights in the nature of intellectual property rights or value additions, by whatever name called.

b. Article 6 :

To replace existing Article 6 with the following Article :

6. The share capital of the Company shall be only of two kinds viz. :-

(c) Equity Share Capital

iii. with voting rights; or

iv. with differential rights as to dividend, voting or otherwise in accordance with such rules and subject to such conditions as may be prescribed; and

(d) Preference Share Capital.

c. Article 8 :

To delete the words or of the option of the Company are to be appearing in the existing Article 8, after the words, subject to the provisions of Section 80 of the Act be issued on the terms that they are and the amended article shall read as follows :

'Unclassified 8 Any unclassified shares of the Company for the time being (whether Shares' forming part of the original capital or of any increased capital of the Company) may be o Issued either with the sanction of the Company in General Meeting or by the Directors with such rights and privileges annexed thereto and upon such terms and conditions as may be directed by the General Meeting sanctioning the issue of such shares, and if no such directions be given and in all other cases, as the Directors shall determine; and in particular such shares may be issued with a preferential or qualified right to dividend and in distribution of the assets of the Company and any preference shares may subject to the provisions of Section 80 of the Act be issued on the terms that they are liable to be redeemed. Notwithstanding anything contained in this clause, the rights or privileges attached to the preference shares in the Capital for the time being of the Company shall not be modified except in manner hereinafter provided.'

d. To insert the following Articles after the existing Article 12 :

Employees 12A The Company may form and execute Employees Stock Option Stock Scheme as per the guidelines issued by SEBI and such other Option Scheme rules and regulations as may be applicable from time to time.

Sweat 12B Subject to the provisions of Section 79A of the Act and all other Equity applicable provisions, the Company shall have power to issue Sweat Equity Shares.'

e. Article 15 :

To modify the existing Article 15 partially by replacing the words, 'Subject to the provisions of Section 80 of the Act... under the provisions of these Articles, the following provisions shall take effect' by the following:

'Subject to the provisions of Section 80 of the Act, and subject, to the provisions on which any shares may have been issued, the Company may issue preference shares which are liable to be redeemed. On the issue of redeemable preference shares under the provisions of these Articles, the following provisions shall take effect'

f. To insert the following Article after the existing Article 19:

'Buy-back of 19A Notwithstanding anything to the contrary contained in of shares shares by the these Articles, the Company shall, to the extent by the permitted Company' by the Act or the applicable rules and Company regulations, have the right to buy-back its own shares or other specified securities out of its free reserves or securities premium account

or the proceeds of any shares or other specified securities or otherwise as permissible, subject to and in accordance with applicable provisions of the Act and the rules and regulations as may be prescribed thereunder.

- g. To insert the following Article after the existing Article 24 :

'Shares with differential rights'	24A	The Company shall have the power to the extent with permitted by the Act or applicable rules or regulations to issue equity shares with differential rights as to dividend, voting or otherwise and attach thereto such rights and privileges as deemed fit subject to and in accordance with such rules and regulations as may be prescribed in that regard.
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- h. Article 36 :

In existing Article 36 after the words 'Every member shall be entitled; the following words shall be inserted :

'except those members to whom provisions of Article 32A are applicable; and the modified Article 36 shall read as follows :

Member's right to share certificate	36.	Every member shall be entitled, except those members right to whom provisions of Article 32A are applicable, without payment, to one certificate of title to shares for certificate all the shares of each class registered in his name. If the Directors so approve and upon payment of such fee, if any, not exceeding Re.1/- per certificate as the Directors may from time to time determine in respect of each class of shares, a member shall be entitled to more than one certificate for shares of each class. Every certificate of title to shares shall specify the number and distinctive numbers of the shares in respect of which it is issued and the amount paid thereon.
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- i. In existing Article 104 the words and brackets 'Managing Agent, Secretaries and Treasurers and the Manager (if any)' and the words 'the Managing Agent, Secretaries and Treasurers and the Manager, if any,' shall be deleted.

- j. To insert the following Article after existing Article 106 :

'Passing of resolution by postal ballot'	106 A	Notwithstanding anything contained in these Articles, the Company, in case of resolutions relating to such business as the Central Government may, by notification declare to be conducted only by postal ballot, shall get such resolution passed by means of postal ballot, instead of transacting the business in general meeting of the Company, subject to the provisions of Section 192A of the Act and applicable rules as may be prescribed from time to time.'
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k. Article 153:

To delete the comma and number, 261' appearing after the words and numbers 'Sections 260,' in existing Article 153.

l. To delete clause (xi) appearing in Article 159(a) and to renumber clauses (xii) and (xiii) as (xi) and (xii) respectively.

m. To delete in Article 187(b), the word and number 'and 360' and substitute, (comma) appearing after word and number 'Sections 292' in line 1 with the word 'and'. . .

n. To delete the number and comma '369,' appearing in line 1 of Article 187(q).

o. To insert the following sub-article after the existing sub-article (af) in the existing Article 187 :

Buy-back of Shares	(ag)	Subject to Section 77A(2)(b) of the Act, determine and approve the buy-back of shares or other specified securities not exceeding 10%, or such other percentage as may be prescribed of the total paid up equity capital and free reserves of the Company ; which in case of buy-back of Equity shares shall not exceed 25% or such other percentage as may be prescribed of the total paid-up Equity Share Capital.
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p. To substitute existing Article 188 with the following Article :

Prohibition of simultaneous appointment of Managerial personnel	188.	The Company, in accordance with the provisions of Section 197-A of the Act, shall not appoint or employ at the same time more than one of the following categories of Managerial Personnel, viz.
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- (c) Managing Director; and
- (d) Manager,

To delete clauses (viii), (ix) and (x) appearing in the existing Article 195(a) and to renumber the subsequent clauses accordingly.

EXTRACTS OF THE SPECIAL RESOLUTION PASSED AT THE 19TH ANNUAL GENERAL MEETING OF THE SHAREHOLDERS OF ALSTOM PROJECTS INDIA LIMITED HELD ON 08 JULY 2011 AT MUMBAI.

“RESOLVED THAT pursuant to section 31 of the Companies Act, 1956 (including any statutory modification or re-enactment thereof for the time being in force) and subject to such approvals, consents, sanctions and permissions, as may be required, under any law for the time being in force, the existing Article 4, 149 and 150 of Articles of Association of the Company be modified in the following manner:

- Article 4. (i)** The use of the word “ALSTOM” by the Company in its corporate name is subject to such conditions, as may be mutually agreed from time to time by and between “ALSTOM Finance BV” and the Company and therefore except as mutually agreed upon from time to time, the Company has not acquired nor will it acquire at any time hereafter any right, title or interest of any nature whatsoever in, to or in respect of the name “ALSTOM” either as a name or as a part of a name or otherwise; and the Company shall not assert any right, title or interest in, to or in respect of the name “ALSTOM” or take any action which, in the opinion of ALSTOM Finance BV may or is likely to impair any right, title or interest in, to or in respect of the name “ALSTOM” or create any right, title or interest thereto or herein or in respect thereof adverse to that of ALSTOM Finance BV; and
- (ii) Upon ALSTOM Finance BV determining such agreement or mutual understanding as referred in sub-clause (i) above, by notice, the Company shall within such period from the date of such determination (a) discontinue the use of the name “ALSTOM” as part of its corporate name, trade name or trading style; (b) discontinue the use of corporate logo of “ALSTOM”; and (c) take all such steps as may be necessary for the purpose of changing its corporate name, trade name and trading styles as aforesaid. Any new corporate name, trade name or trading style or logo, which the company may adopt, shall not consist of any name, word, letter, expression, logo, symbol or device in any language, script or alphabet similar in sound or appearance to the name “ALSTOM” or the corporate logo of “ALSTOM”. All the members of the company shall be deemed to have undertaken to exercise their right as members and specifically their voting rights in such a manner as would enable the company to comply with or implement the provisions of this Article and on this basis on such mutual understanding/ agreement shall be deemed to have become the members of the Company.

Article 149: So long as the word “ALSTOM” shall continue to be used as a part of the corporate name of the Company as provided in Article 4 (i) then “ALSTOM Finance BV”, a Company incorporated under the Laws of Netherlands (hereinafter for the sake of brevity referred to as “ALSTOM Finance”) or any of:

- (i) any company or corporation being a holding or subsidiary or parent or associate company of ALSTOM Finance BV

(all of which are hereinafter for the sake of brevity referred to as the “Corporations”) shall be entitled to appoint in the aggregate not less than one-third of the total number of Directors on the Board of Directors of the Company and to remove any such Directors so appointed and

to appoint another in his place or in place of any such Director who resigns or otherwise vacates his office. Such appointment and removal shall be effected by writing to the Board of Directors of the Company and such writing shall be signed by the Director, Secretary or a Principal Officer authorized in that behalf by "ALSTOM Finance" (which shall be authorized to also act on behalf of any of the "Corporations") and such appointment or removal shall take effect immediately upon such writing being delivered to the Company. Any Director(s) so appointed shall not be required to hold any qualification shares and shall not be liable to retire by rotation at any general meeting of the Company, however the number of such non-retiring Director(s) shall not exceed one-third of the total number of Directors.

Provided that:

- (a) the rights conferred upon "ALSTOM Finance" or any of the "Corporations" under this Article shall be subject to the provisions of Section 255 of the said Act, and the provisions of these Articles.
- (b) any Chief Executive who is also a Director of the Company appointed in accordance with Article 150, shall also be taken into account whilst computing the limit of one-third, of the total number of Directors who can be appointed as above.
- (c) The rights under this Article shall be subject to the rights conferred upon any Public Financial Institution under any statutory provision or under any arrangement entered into and/or under any agreement executed with them by the Company to nominate a Director or Directors on the Board of the Company.
- (d) The rights conferred under this Article shall not be capable of being assigned or transferred or exercised by any other party save those, which are expressly referred to hereinabove.

Article 150: (1) Notwithstanding anything contained in Article 148, but subject to the provisions of any law, contract or other arrangements, so long as "ALSTOM Finance BV" or any one or more of the Companies or Corporations referred to in Article 149, singly or collectively hold not less than 26% of the paid up equity share capital of the Company, "ALSTOM Finance BV" or any such Companies or Corporations shall be entitled to appoint a Chief Executive who shall be a Managing Director of the Company and to remove any such Chief Executive so appointed and appoint another in his place or in place of such Chief Executive who resigns or otherwise vacates his office. Such appointment and removal shall be effected by a writing, addressed to the Board of Directors of the Company and signed by the authorized persons (duly authenticated) of "ALSTOM Finance BV" and/or such Companies or Corporations referred to above and the same shall have effect immediately upon being delivered to the Company.

- (2) Subject to the other provisions of these Articles and of the Act and the overall supervision, control, superintendence of the Board, the Chief Executive shall have the management of the affairs of the Company. The remuneration of Chief Executive shall be such as may be determined by the Board of Directors of the Company from time to time, and may be by way of monthly payment, annual remuneration, commission or participation in profits or by any or all of these modes or any other mode not expressly prohibited by the Act.
- (3) Any Chief Executive so appointed shall not be required to hold any qualification shares and shall not be liable to retire by rotation at any general meeting of the

Company. Any Chief Executive so appointed shall be taken in to account for ascertaining the total number of non-rotational directors as may be appointed on the Board of Directors of the Company and shall also be taken in to account and shall be regarded as Director appointed by "ALSTOM Finance BV" and/or the aforesaid Companies or Corporations collectively referred to above under the provisions of Article 149.

RESOLVED FURTHER THAT Mr. Francois Carpentier, Vice-Chairman and Managing Director, Mr. S. M. Momaya, Whole-time Director & Chief Financial Officer and Mr. Pradeepta Puhan, Company Secretary, be and are hereby severally authorized to do all such acts, deeds, things and matters as may be required or necessary in this matter on behalf of the Company."

EXTRACTS OF THE RESOLUTION PASSED AT THE COURT CONVENED MEETING OF THE SHAREHOLDERS OF ALSTOM PROJECTS INDIA LIMITED HELD ON 12 JANUARY 2012 AT MUMBAI.

"RESOLVED THAT subject to the approval of the Hon'ble High Court of Judicature at Bombay and Hon'ble High Court of Delhi at New Delhi, the Scheme of Amalgamation amongst ALSTOM Holdings (India) Limited and ALSTOM Projects India Limited and their respective shareholders, be and is hereby approved."

EXTRACTS OF THE MINUTES OF THE PROCEEDINGS RELATING TO DECLARATION OF THE RESULT OF THE VOTING BY POSTAL BALLOT CONDUCTED PURSUANT TO SECTION 192A OF THE COMPANIES ACT, 1956 READ WITH THE COMPANIES (PASSING OF RESOLUTION BY POSTAL BALLOT) RULES, 2011 HELD ON MONDAY 29 OCTOBER 2012, AT THE CORPORATE OFFICE OF THE COMPANY AT IHDP BUILDING, PLOT NO. 7, SECTOR - 127, NOIDA - 201301 (UTTAR PRADESH) AT 11:30 A.M.

SPECIAL RESOLUTION:

"RESOLVED THAT pursuant to the provisions of Section 31 read with Section 268 and other applicable provisions, if any, of the Companies Act, 1956 (including any statutory modification or re-enactment thereof for the time being in force) and subject to the approval of Central Government, if any required, the Articles of Association of the Company be and is hereby altered with effect from 20 April 2012 in the following manner:

The existing Articles 151 of the Articles of Association of the Company be and is hereby deleted and the following Article as Article 151 shall be substituted in its place:

'Article 151: Subject to the provisions of the Act, the Directors may, from time to time, appoint one or more of their body to the office of Whole-time Director for such period and on such terms as the Board may think fit and subject to the terms of any agreement entered into with him may revoke such appointment. Provided that, a Director so appointed shall not whilst holding such office be subject to retirement by rotation or be taken into account in determining the retirement by rotation of Directors, unless otherwise decided in the board meeting, but the appointment shall automatically determine if he ceases to be a Director.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board of Directors of the Company be and is hereby authorised to take all such steps and actions and give such directions as may be in its absolute discretion deemed necessary and to settle any question that may arise in this regard."

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SCHEME PETITION NO.95 OF 2012
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO. 694 OF 2011

In the matter of the Companies Act, 1956;

-And-

In the matter of Petition under Sections
391 to 394 of the Companies Act, 1956;

-And-

In the matter of Scheme of Amalgamation
amongst ALSTOM Holdings (India) Limited
and
ALSTOM Projects India Limited
and their respective shareholders.

ALSTOM Projects India Limited

... Petitioner Company

Coram: S. J. Kathawalla, J

Date : 31st March, 2012

Mr. Nikhil Sakhardande with Sowmya Srikrishna with Mr. Tapan Deshpande, Advocates instructed by Amarchand & Mangaldas & Suresh A. Shroff & Co., Advocates for the Petitioner.

Mr. R. R. Singh Advocate i/b. Ms. Prabha Badadare Advocate for Objector Creditor Tiger Security & Detective Services. (Vakalatnama not filed)

Mr. Pankaj Kapoor, Advocate for objector creditor Luthra Engineering Works. (Vakalatnama not filed)

Mr. Vikram V. Pai, Advocate for objector creditor Baroda Machinery Manufacturers Pvt. Ltd. (Vakalatnama not filed)

Ms. Vanita Kakar i/b. Kachwaha & Partners for objector creditor Sharma Fabricators and Erectors (P) Ltd. (Vakalatnama not filed)

Mr. Shyamsunder S. Jaipuria, shareholder of the Petitioner appearing in person on 30th March, 2012, but has not appeared today.

Mr. N. D. Sharma i/b. Dr. T. C. Kaushik for the Regional Director.

PC:

1. Heard learned Counsel for the Parties.
2. The sanction of the Court is sought to a Scheme of Amalgamation between ALSTOM Holdings (India) Limited, the Transferor Company and ALSTOM Projects India Limited, the Transferee Company and their respective shareholders, under Sections 391 to 394 of the Companies Act, 1956.
3. Counsel appearing on behalf of the Petitioner Company has stated that the Petitioner Company has complied with all requirements as per the directions of this Court and they have filed necessary Affidavits of compliance in the Court. The Petitioner Company also undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956 and the Rules made thereunder. The said undertaking is accepted.
4. The Regional Director has filed an Affidavit stating therein that save and except as stated in paragraphs 6 of the said Affidavit, it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph 6 of the said Affidavit it is stated that:

"6. That the Deponent further submits that, the Registered Office of the Transferor Company is situated in the State of National Capital Territory of Delhi. Hence the present scheme of amalgamation between the Transferor and Transferee Company will be subject to condition of similar approval from Hon'ble High Court of Delhi in respect of Transferor Company."
5. As regards objection set out in paragraph 6 of the said Affidavit is concerned, the Counsel for the Petitioner Company states that the High Court of Delhi at New Delhi has, already sanctioned the Scheme vide order dated 23rd February, 2012 in Company Petition No. 489 of 2011 filed by the Transferor Company before the said Court.
6. Five unsecured creditors of the Petitioner Company have been represented today and furnished their objection to the Scheme as below:
 - (i) New Punjab Engineering Works vide its letter dated 26th March, 2012 addressed to this Court and copy to the Petitioner sought a direction to the Petitioner to pay its dues amounting to Rs.5,31,195.08;
 - (ii) Tiger Security & Detective Services through its Advocate's letter dated 16th March, 2012 addressed to the Advocates for the Petitioner, demanded copy of the Petition from the Petitioner's Advocates and further vide its letter dated 27th March, 2012 mentioned that the Petitioner has to pay their outstanding dues of Rs.5,68,879/-;
 - (iii) Luthra Engineering Works, Jharkhand through its Advocates letter dated 20th March, 2012 addressed to the Advocates for the Petitioner, demanded from the Petitioner a sum of Rs.9,19,628/-;
 - (iv) Sharma Fabricators and Erectors (P) Ltd, by its letter dated 14th March 2012 and also through its Advocates letter dated 30th March, 2012 addressed to the Petitioner / Advocates for the Petitioner, mentioned that a sum of Rs. 3,46,41,853 plus retention money is outstanding to them from the Petitioner;

- (v) Baroda Machinery Manufacturers Pvt. Ltd by its letter dated 17th March, 2012 and its Advocates letter dated 23rd March, 2012 addressed to the Petitioner / Advocates for the Petitioner, stated that the outstanding dues of Rs.8,50,000/- is recoverable from the Petitioner and that a Special Civil Suit No. 56 of 2012 has been filed in the Court of Civil Judge Senior Division, Vadodara, Gujarat.
7. The Counsel for the Petitioner states that the Petitioner Company has received objections from some of the unsecured creditors, including the above mentioned unsecured creditors. The Counsel appearing for the Petitioner states that the Scheme does not affect the rights of unsecured creditors of the Petitioner/ Transferee Company. It will be open to the unsecured creditors of the Petitioner / Transferee Company to pursue legal remedy as may be advised for recovery of their dues. The Counsel for the Petitioners is correct in his submission. It will be open to all the unsecured creditors of the Petitioner Company including the above mentioned unsecured creditors, to pursue their legal remedies against the Petitioner / Transferee Company for recoveries of their dues. The Petitioner / Transferee Company undertakes to abide by the final order/s passed by court/s in favour of any or all the unsecured creditors of the Company.
8. Mr. Shyamsunder S. Jaipuria holding 18 shares in the Petitioner Company, vide his email dated 25th March, 2012 addressed to the Petitioner Company has raised the following objections:
- (a) that the Chairman while placing the scheme for approval to the shareholders did not proceed to call the same for the purpose of considering and, if thought fit, approving with or without modifications;
- (b) that the resolution was not proposed by any shareholder and;
- (c) that only 88 members voted in favour of the scheme which constitute only 63.768%, much below 75% threshold and does not constitute 74.58% as miscalculated and therefore the scheme cannot be sanctioned by this Court.
9. As regards the objections set out in paras 8 (a.) and 8(b.) above, the counsel appearing for the Petitioner stated that the notice convening the meeting had been served upon all the shareholders in which it was specifically mentioned that the proposed Scheme would be approved with or without modification, Hence, if any shareholder present and voted in the meeting had any suggestion for modification to the proposed Scheme, the said shareholder could have suggested the same in the meeting. No shareholder raised any modification to the proposed Scheme before the Scheme was put to vote. Further, it was the Chairman of the equity shareholders meeting who had placed the resolution before the equity shareholders for voting and the said Chairman was appointed by this Court and therefore the question of any shareholder separately proposing the resolution does not arise. In any event the said resolution as placed by the Chairman was duly seconded by one Mrs. Asha Lata Maheshwari, a shareholder present at the meeting. As regards the objection raised in para 8(c.) above with regard to the voting at the meeting, the counsel appearing for the Petitioner brought to the notice of the Court, the Scrutineers Report, annexed to the Chairman's Report wherein it is mentioned that 138 shareholders holding 5,00,65,020 equity shares attended the meeting. However only 118 equity shareholders holding 5,00,63,636 equity shares voted at the meeting and out of the said 118 equity shareholders, 88 equity shareholders holding 4,81,06,835 equity shares comprising 96.09% voted in favour of the Scheme, 18 equity shareholders holding

16,81,768 equity shares comprising 3.36% voted against the Scheme and 12 equity shareholders holding 2,75,033 comprising 0.55% vote were declared invalid. The Petitioner therefore stated that the equity shareholder of the Petitioner Company representing 74.58% in number and 96.09 % in value present and voting have approved the Scheme.

10. On hearing the submission made by the Advocates for the Petitioner, I do not see any substance in the objections raised by the said equity shareholder. The objections are without merit and are rejected. As mentioned above, the rights of the unsecured creditors of the Petitioner Company are not affected. The undertaking given by the Petitioner / Transferee Company as regards complying with the final orders passed by the court/s, if any, in favour of the unsecured creditors is accepted. The proposed Scheme appears to be, fair, reasonable, not contrary to public policy and not violative of any provision of law.
11. Since all requisite statutory compliances have been fulfilled, Company Scheme Petition No. 95 of 2012 filed by the Transferor Company is made absolute in terms of prayer clauses (a) to (f) of the said Petition.
12. The Petitioner Company to lodge a copy of this order and the Scheme duly authenticated by the Company Registrar, High Court (O.S.), Bombay, with the concerned Superintendent of Stamps, for purposes of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the order.
13. The Petitioner Company is directed to file copy of this order along with a copy of the Scheme of Amalgamation with the concerned Registrar of Companies, electronically, along with e-form 21 and also file physical copy thereof both within 30 days from the date of issuance of the order by the Registry.
14. The Petitioner Company in the above Company Scheme Petition to pay costs of Rs.10,000/- to the Regional Director, Western Region, Mumbai. Costs to be paid within four weeks from the date of the order.
15. The Advocates appearing on behalf of the objecting creditors undertake to file their respective Vakalatnamas within a period of two weeks from today. The said undertaking is accepted.
16. Filing and issuance of the drawn up order is dispensed with.
17. All authorities concerned to act on a copy of this order along with Scheme attached thereto, duly authenticated by the Company Registrar, High Court (O. S.), Bombay.

(S. J. Kathawalla, J)

SCHEME OF AMALGAMATION

PART I

GENERAL

1.1 Background

1.1.1 Amalgamating Company

- (a) ALSTOM Holdings (India) Limited, is a public company limited by shares incorporated under the Companies Act (as defined hereinafter), having its registered office at Level 2, Elegance Tower, Old Mathura Road, Jasola, New Delhi - 110 025. Its corporate identity number is U74899DL1995PLC066879 and its registration number is 066879.
- (b) ALSTOM Holdings (India) Limited was incorporated on March 29, 1995, under the name "GEC ALSTHOM (HOLDINGS) INDIA LIMITED". The RoC (as defined hereinafter), NCT of Delhi & Haryana issued it a certificate of commencement of business on May 15, 1995. Thereafter, its name was changed to "ALSTOM India Limited" on July 31, 1998 and to its current name, i.e. "ALSTOM Holdings (India) Limited" on July 21, 2011.
- (c) The main objects of the Amalgamating Company as per its memorandum of association are as follows:
 - "1. To hold and/ or to acquire shares for and on behalf of and/ or as nominees of GEC ALSTHOM NV, The Netherlands, in the existing Indian Companies and future Joint Venture Companies in which GEC ALSTHOM NV, The Netherlands, hold shares as Foreign Collaborators and/ or Foreign Promoters and/ or Foreign Investors from time to time subject to the Indian Laws and to participate in any such joint venture(s) in India.
 - 2. To act as a holding company of, to participate in, to enter into joint venture agreements with, to finance, to cooperate with, to manage and to provide advice and other services to legal entities or other companies. In particular, legal entities and companies which engage in the business of research, development, production, marketing, erection/commissioning of power generation, transmission, distribution and utilization of equipment plants, rail transport equipment, ships, automated systems for assembly, storage and surface treatment, mechanical handling or hydraulics and related activities and to itself engage in such business and activities.
 - 3. To develop, design, import, export, sell, purchase and deal in the computer software and hardware and ancillaries and to render consultancy services, to develop, design, make, research in all kinds of the computer software/hardware in India or elsewhere in the world.
 - 4. To carry on in India or elsewhere as its principal business, the business of general finance and that of an Investment Company and/or mutual funds and for that purpose

to acquire and hold either in the name of the Company or that of any nominee(s), shares, stocks, debentures, debenture stocks, warrants, bonds, notes, obligations and securities issued or guaranteed by any Company wherever incorporated or carrying on business and debentures, debenture stock, warrants, bonds, notes, obligations and securities issued or guaranteed by any Government, sovereign ruler, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world.

5. To carry on all or any of the business of the manufacturers, importers, exporters, dealers, repairers of:
 - (a) all kinds of electronic equipment, products, instruments, systems for industrial, telecommunication, medical and other applications, uses and services, computers, microprocessors, software and peripherals;
 - (b) radar and solar equipment; and
 - (c) such other equipment, accessories, components and things used or capable of being used in connection with the foregoing; to render services as contract, project or electronic engineers.
6. To exercise and enforce all rights and powers conferred by or incidental to the ownership of any such shares, stocks, obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof and to provide managerial and other executive, supervisory and consultancy services for or in relation to any company in which the Company is interested upon such terms as may be thought fit."
- (d) The Amalgamating Company is registered with the Reserve Bank of India (the "**RBI**") as a non-deposit taking non-banking financial company ("**NBFC**") under Section 45-IA of the Reserve Bank of India Act, 1934, and is engaged in the business of making and holding investments in ALSTOM group companies.
- (e) The Amalgamating Company is a part of the ALSTOM group of companies and is a wholly owned subsidiary of ALSTOM Holdings. ALSTOM Holdings, is incorporated under the laws of France and is registered with the Register of Trade and Companies of Nanterre. ALSTOM Holdings is the holding company of the ALSTOM group of companies.
- (f) As on the date of filing of this Scheme (as defined hereinafter), the Amalgamating Company holds 8.79% of the total issued and paid-up equity share capital of the Amalgamated Company (as defined hereinafter).
- (g) The equity shares of the Amalgamating Company are not listed on any stock exchanges.

1.1.2 Amalgamated Company

- (a) ALSTOM Projects India Limited, is a public listed company limited by shares incorporated under the Companies Act (as defined hereinafter), having its registered office at the International, 5th Floor, 16, Marine Lines Cross Road No.1, Off Maharshi Karve Road, Churchgate, Mumbai - 400 020, Maharashtra ("**Amalgamated Company**"). The corporate identity number of the Amalgamated Company is L74140MH1992PLC068379 and its registration number is 068379. The equity shares of the Amalgamated Company are currently listed on BSE (as defined hereinafter) and NSE (as defined hereinafter).
- (b) The Amalgamated Company was incorporated on September 2, 1992, in the State of Maharashtra as a public limited company under the name "Asea Brown Boveri Management Limited". The RoC (as defined hereinafter), Maharashtra, issued a certificate of commencement of business to the Amalgamated Company on October 12, 1992. Thereafter, the name of the Amalgamated Company was changed to "ABB ALSTOM Power India Limited" on November 29, 1999, and subsequently to "ALSTOM Power India Limited" on September 5, 2000. On November 11, 2002, the name of the Amalgamated Company was changed to "ALSTOM Projects India Limited".
- (c) The main objects of the Amalgamated Company as per its memorandum of association are as follows:
- "1. To carry on the business of Management Advisors and Consultants on all matters and problems relating to the administration, organisation, management, commencement or expansion of Industry and business, production, purchase, sales, marketing, advertisement, publicity, personnel, export and import, human resources development to various industries and industrial concerns, firms, societies, corporation, government, public and local authorities, trusts, scientific research and development centres and any other commercial or non-commercial undertakings in India and abroad.
- 1A To manufacture, buy, sell, exchange, alter, improve, service, erect and commission, manipulate, prepare for market, import or export or otherwise deal in all kinds of power plants and power generation equipment including but not restricting to steam turbine, gas turbine, hydro turbine, generators, condensers, exchangers and power plant auxiliaries, steam generators and steam generator systems and all relating to power generation or generation of electricity business in India and abroad.
- 1B To carry on the business of electric engineers, hydraulic engineers, power plant engineers and all and every work connected with the same and carry on the business of electrical, mechanical and consulting engineers, supplier of electricity for the purpose of light, heat, motive power or otherwise, manufacturers of and dealers in machinery, apparatus, instruments and things required for or capable of being used in connection with generation of electricity in India and abroad.

- 1C To design, engineer, manufacture, produce, install, market, erect, sell, operate, lease, license, buy, import, export, overhaul, maintain, distribute, commission, supervise, trade in and deal with:
- (a) railway transport equipment, and
 - (b) all services in connection with (a) above, and
 - (c) turnkey or otherwise projects for railway transport equipment and to engage in any activities which for technical industrial or commercial reasons be directly or indirectly appurtenant to foregoing or contribute to the development thereof.
- 1D To design, engineer, manufacture, produce, install, market, erect, sell, operate, lease, license, buy, import, export, overhaul, maintain, distribute, commission, supervise, trade in and deal with, in general, all manner of services and products regarding transport equipment.
- 1E To engineer, set up, build, purchase, lease, establish and operate manufacturing plants, factories and facilities, processing plants, marketing and distributing and operating systems and to import, export, buy, sell, market, trade in and deal with plant, machinery, equipment, materials necessary to set up, build, purchase, service, maintain and establish the above for the objects set out in clauses (1C) and (1 D) herein above.
- 1F To carry out any and all activities of research and development of or relating to transportation equipment and related development.
- 1G To carry on all or any of the trades or business of electrical, electronic, mechanical, civil, hydraulic, nuclear, constructional and general engineers and every branch thereof and contractors for the design, manufacture and supply of equipment, apparatus and systems of every kind in connection therewith; and for the erection, construction, repair and maintenance of buildings, premises, plant, machinery and public or private works of all kinds, in particular in the field of industrial, oil and tertiary sectors and in connection with generation, transmission, distribution, control, supply, accumulation and employment of electricity and energy of every kind.
- 1H To design, develop, fabricate, manufacture, assemble, export, import, install, service, maintain, repair, lease, license, market, buy, sell, distribute, trade in and deal with either as principal or as agent, and to act as consultants and render services in connection with all kinds of telecommunication equipments, including terminal equipments, exchange, equipments, data processing, electronic, mechanical transmission, terminal and equipments, microwave, radio wave and satellite products and system industries, telephone instruments, switching exchanges, transmission lines and equipments and all components, accessories, spare parts, kits and sub-assemblies thereof and to engage any activity which may for technical, industrial or commercial reasons, directly or indirectly be appurtenant to the foregoing or contribute to development thereof.

- 1I To carry on business as manufacturers of water-tube steam boilers and machinery of every or any description, and generally the business of engineers and manufacturers of machinery of every description and to buy, sell, manufacture, manipulate and deal in ores, metals, ironstone, and materials and apparatus of all kinds which can conveniently be dealt in by the Company in connection with any of its objects and to purchase, apply for or otherwise acquire, in India and elsewhere letters, patent or patent rights and licenses and to purchase or otherwise acquire, use and register trade marks to carry on the business, whether manufacturing or otherwise, which can be conveniently carried on in connection with any of the Company's objects, or which may seem calculated directly or indirectly to enhance the value of, or render profitable, any of the Company's property or rights for the time being or which it may be deemed advantageous to the Company to obtain or acquire.
- 1J To crush, win, get, quarry, smelt, refine, manufacture, grow, produce, treat and prepare for market and deal in ores, metals, chemicals, mineral, vegetable and animal substances and oils, timber, fabrics, yarns, fibers, cellulose of all kinds, and their respective derivatives and by-products and all machinery, tools and apparatus used in connection therewith and to carry on any business relating to the connection therewith and to carry on any business relating to the winning, production, treatment, working or use thereof and the preparation thereof for market, and to carry on business as engineers, iron masters, iron founders, patent fuel manufacturers, steel makers, steel workers, brass founders, colliery proprietors, coke manufacturers, miners, smelters, tin plate makers, brick makers, farmers, distillers, die-makers, metallurgists, chemists, gas products and suppliers of petrol, oil, spirit and other motive power, and to make, purchase, hire, let out and sell railway and other plant, fittings, machinery, rolling stock, stock-in-trade or any portions or parts of such articles or things."
- (d) The Amalgamated Company is presently engaged, inter alia, in the following business activities:
- (i) engineering, manufacturing, procurement, construction and servicing of power equipment and power plants to its customers in India and abroad; and
 - (ii) engineering, manufacturing, procurement, installation, testing and commissioning of signaling products, traction equipment and infrastructure including maintenance activities mainly related to rail transport to its customers in India and abroad.
- (e) The Amalgamated Company is a part of the ALSTOM group of companies and is an indirect subsidiary of ALSTOM Holdings (as described in paragraph 1.1.1(e) above).

1.2 Rationale of this Scheme

- 1.2.1 The Amalgamating Company and the Amalgamated Company propose through this Scheme to amalgamate the Amalgamating Company into and with the Amalgamated Company, in accordance with the terms hereof as a measure of group restructuring of the ALSTOM group in India. The amalgamation of the Amalgamating Company with and into the Amalgamated

Company in accordance with this Scheme will reduce the shareholding tiers and rationalize investments. Further, the proposed amalgamation will make the entities administratively more efficient and reduce administrative and management costs.

1.2.2 Thus, the Board of Directors (as defined hereinafter) of the Amalgamating Company and the Amalgamated Company now propose by way of this Scheme to merge the Amalgamating Company with the Amalgamated Company, which will provide the abovementioned benefits of to the entities, the employees, the shareholders and other third parties related to these entities.

1.2.3 The amalgamation under this Scheme will be effected under the provisions of Sections 391 to 394 and other relevant provisions of the Companies Act.

1.2.4 Both the Amalgamated Company and the Amalgamating Company intend that the amalgamation in accordance with this Scheme shall take effect from the Appointed Date (as defined hereinafter), but will be operative from the Effective Date (as defined hereinafter).

1.3 Definitions & Interpretation

1.3.1 In addition to the words and expressions defined in this Scheme, unless repugnant to the subject or context or meaning thereof, the following words and expressions shall have the meanings as set out herein below:

(a) **"Amalgamating Company"** means the undertaking and entire business of ALSTOM Holdings (India) Limited and includes:

- (i) assets, wherever situated, as are movable in nature, whether present, future or contingent, tangible or intangible, in possession or reversion, corporeal or incorporeal, including without limitation current assets, furniture, fixtures, appliances, accessories, office equipment, power lines, communication facilities, installations, vehicles, inventory, stock, diesel generator sets, utilities, actionable claims, earnest monies, security deposits and sundry debtors, bills of exchange, financial assets including shares, scrips, stocks, bonds, debentures, debentures stock, units or pass through certificates and the shares held in the Amalgamated Company and accrued benefits thereto, outstanding loans and advances recoverable in cash or in kind or for value to be received, provisions, receivables, funds, cheques and other negotiable instruments, cash and bank balances and deposits including accrued interests thereto with Governmental Authority, other authorities, bodies and other persons, benefits of any bank guarantees, performance guarantees, corporate guarantees, letters of credit and tax related assets, if any (including service tax, input credits, CENVAT credits, value added tax, sales tax, entry tax credits or set-offs and any other tax benefits, exemptions and refunds;
- (ii) immovable properties (i.e., land together with the buildings and structures standing thereon or under construction), as specifically stipulated in **Schedule I** to this Scheme (whether freehold, leasehold, leave and licensed, or through service arrangements, tenancies in relation to office space, guest houses and residential premises occupied

by the Transferred Employees), if any and documents of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest in connection with the said immovable properties;

- (iii) permits, licenses, permissions, approvals, consents, municipal permissions, benefits, registrations, rights, entitlements, certificates, clearances, authorities, allotments, quotas, no-objection certificates and exemptions including those relating to privileges, powers, facilities of every kind and description of whatsoever nature, if any and the benefits thereof, including applications made in relation thereto ("**Licenses**");
- (iv) benefits, entitlements, incentives and concessions under incentive schemes and policies, if any, to the extent statutorily available, alongwith associated obligations;
- (v) contracts, agreements, purchase and sale orders, memoranda of understanding, letters of intent, hire and purchase arrangements, other arrangements, undertakings, deeds, bonds, insurance covers and claims, clearances and other instruments of whatsoever nature and description, if any, whether written, oral or otherwise, to which the Amalgamating Company is a party to, or to the benefit of which the Amalgamating Company may be eligible ("**Contracts**");
- (vi) intellectual property rights, if any, including applications (including hardware, software, licenses, source codes, parameterization and scripts), registrations, goodwill, licenses, logos, trade names, trademarks, service marks, copyrights, technical know-how, trade secrets, domain names, designs, engineering and process information, computer programmes, drawings, manuals, whether in physical or electronic form, moral rights, development rights and all such rights of whatsoever description and nature, whether or not registered, including any form of intellectual property which is in progress ("**Intellectual Property**");
- (vii) employees, whether permanent or temporary engaged in or in relation to the Amalgamating Company as on the Effective Date and who are transferred to the Amalgamated Company ("**Transferred Employees**") and contributions, if any, made towards any special schemes, funds or benefits created in the future for the benefit of such Transferred Employees (the "**Funds**"), together with such of the investments made by these Funds so created which are referable to such Transferred Employees being transferred to the Amalgamated Company;
- (viii) loans, debts, borrowings, obligations, duties and liabilities, if any (including present, future and contingent liabilities) pertaining to or arising out of activities or operations of the Amalgamating Company, including guarantees in respect of such borrowings as on the Appointed Date ("**Transferred Liabilities**");
- (ix) legal (whether civil or criminal), taxation or other proceedings or investigations of whatsoever nature, if any (including those before any Governmental Authority) that pertain to the Amalgamating Company, initiated by or against the Amalgamating Company or proceedings or investigations to which the Amalgamating Company is

party to, whether pending as on the Appointed Date, or which may be instituted any time in the future ("**Proceedings**");

- (x) taxes, duties, cess, etc. if any, that are allocable, referable or related to the Amalgamating Company, including all or any refunds, credit or claims relating thereto; and
 - (xi) books, records, files, papers, information, databases, lists of present and former suppliers, if any, whether in physical or electronic form.
- (b) "**Appointed Date**" means April 1, 2011, or such other date as may be determined by the Board of Directors of the Amalgamating Company and the Amalgamated Company, which shall be the date with effect from which this Scheme shall be applicable, i.e., with effect from the date on which the Amalgamating Company shall merge with the Amalgamated Company, upon this Scheme becoming effective.
 - (c) "**Board of Directors**" in relation to the Amalgamating Company or the Amalgamated Company, as may be applicable, means the board of directors for such company, a committee of the directors for such company and any person authorized by the board of directors or such committee of the directors for such company.
 - (d) "**CCI**" has the meaning assigned to it in Clause 6.4.1(c) hereof.
 - (e) "**BSE**" means the Bombay Stock Exchange Limited.
 - (f) "**Companies Act**" means the Companies Act, 1956, the rules and regulations made thereunder and will include any statutory modifications, re-enactments and amendments thereof.
 - (g) "**Effective Date**" has the meaning assigned to it in Clause 6.4.2 hereof.
 - (h) "**Governmental Authority**" means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or committee or any court, tribunal, board, bureau, instrumentality, judicial or quasi-judicial or arbitral body having jurisdiction over the territory of India.
 - (i) "**High Courts**" mean the Hon'ble High Courts that have jurisdiction over the Amalgamating Company and the Amalgamated Company and shall include the National Company Law Tribunal or such other forum or authority, as may be vested with any of the powers of a High Court under the Companies Act, if applicable.
 - (j) "**NBFC**" has the meaning assigned to it in Clause 1.1.2(d) hereof.
 - (k) "**Non-Resident**" has the same meaning as ascribed to the term 'person resident outside India' in Section 2(v) of the (Indian) Foreign Exchange Management Act, 1999.
 - (l) "**NSE**" means the National Stock Exchange of India Limited.

- (m) **"Record Date"** has the meaning assigned to it in Clause 4.1.2 hereof.
- (n) **"RBI"** has the meaning assigned to it in Clause 1.1.2(d) hereof.
- (o) **"RoC"** means the Registrar of Companies.
- (p) **"Scheme"** means this scheme of amalgamation, pursuant to Sections 391 to 394 and other applicable provisions of the Companies Act, in its present form, with or without any modifications, as may be approved or imposed or directed by the shareholders or the High Courts, which includes the following parts:
 - (i) **Part I**, provides the information regarding the Amalgamated Company and the Amalgamating Company, the rationale of this Scheme and the definitions used for the purposes of this Scheme;
 - (ii) **Part II**, provides the capital structure of the Amalgamated Company and the Amalgamating Company;
 - (iii) **Part III**, provides the mechanism of the transfer and vesting of the Amalgamating Company with and into the Amalgamated Company;
 - (iv) **Part IV**, provides the entitlement of the shareholders of the Amalgamating Company, cancellation of shareholding of the Amalgamating Company in the Amalgamated Company and increase of the authorized share capital of the Amalgamated Company;
 - (v) **Part V**, provides the accounting treatment that shall be adhered to for the purposes of this Scheme; and
 - (vi) **Part VI**, provides the general terms and conditions as applicable to this Scheme.

1.3.2 In this Scheme, unless the context otherwise requires:

- (a) references in this Scheme to **"upon this Scheme becoming effective"** or **"effectiveness of this Scheme"** shall mean the Effective Date;
- (b) references to the singular includes a reference to plural and vice versa, and reference to any gender includes a reference to all other genders;
- (c) reference to persons shall include individuals, bodies corporate (wherever incorporated or un-incorporated), associations and partnerships;
- (d) headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
- (e) references to a Clause, Schedule or Annexure, shall be deemed to be a reference to a Clause, Schedule or Annexure of or to this Scheme;

- (f) Schedules and Annexures to this Scheme shall form an integral and inseparable part of this Scheme;
- (g) reference to the words 'hereof', 'herein', 'hereby', 'hereto' and derivative or similar words refer to this entire Scheme; and
- (h) references to the words "including", "inter alia", "in particular" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3.3 The expressions, which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Companies Act and other applicable laws, rules, regulations, bye-laws, as the case may be.

PART II
CAPITAL STRUCTURE

2.1 Capital Structure

2.1.1 The capital structure of the Amalgamating Company as on September 15, 2011, is as under:

Share Capital	
Authorized:	
3,00,00,000 equity shares of Rs. 10 each	30,00,00,000
Total	30,00,00,000
Issued, Subscribed & Paid-up;	
2,50,00,000 equity shares of Rs. 10 each	25,00,00,000
Total	25,00,00,000

2.1.2 The capital structure of the Amalgamated Company as on September 15, 2011, is as under:

Share Capital	
Authorized:	
16,50,00,000 equity shares of Rs. 10 each	165,00,00,000
4,05,00,000 preference shares of Rs. 100 each	405,00,00,000
Total	570,00,00,000
Issued, Subscribed & Paid-up;	
6,70,24,174 equity shares of Rs. 10 each	67,02,41,740
Total	67,02,41,740

PART III

AMALGAMATION OF AMALGAMATING COMPANY WITH THE AMALGAMATED COMPANY

3. Transfer & Vesting of the Amalgamating Company

3.1 With effect from the Appointed Date and upon this Scheme becoming effective, the Amalgamating Company, together with all its properties, assets, rights, benefits and interests, shall be transferred to and vested in and be deemed to have been transferred to and vested in and managed by the Amalgamated Company, as a going concern, without any further deed or act, subject to the provisions of this Scheme and in accordance with Sections 391 to 394 of the Companies Act and all other applicable provisions of law.

3.2 Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, with effect from the Appointed Date and upon this Scheme becoming effective:

3.2.1 Assets

- (a) In respect of such assets of the Amalgamating Company as are moveable in nature or are otherwise capable of transfer by delivery of possession, payment or by endorsement and delivery, the same shall stand vested in the Amalgamated Company and shall become the property of the Amalgamated Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly, without requiring execution of any deed or instrument of conveyance for the same.
- (b) In respect of such of the moveable assets belonging to the Amalgamating Company other than those specified in Clause 3.2.1(a) above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or value to be received, bank balances and deposits, if any, the same shall (notwithstanding whether there is any specific provision for transfer of credits, assets or refunds under the applicable laws, wherever applicable) without any further act, instrument or deed by the Amalgamating Company or the Amalgamated Company or the need for any endorsements, be transferred to and vested from the Amalgamating Company to the Amalgamated Company. Any security, lien, encumbrance or charge, if any, created over any assets in relation to the loans, debentures or borrowings extended by the Amalgamating Company, shall, without any further act or deed, stand transferred to the benefit of the Amalgamated Company and the Amalgamated Company will have all the rights of the Amalgamating Company to enforce such security, lien, encumbrance or charge, by virtue of this Scheme.
- (c) All immovable properties of the Amalgamating Company (i.e., land together with the buildings and structures standing thereon or under construction), as specifically stipulated in **Schedule I** to this Scheme (whether freehold, leasehold, leave and licensed, or through

service arrangements, tenancies in relation to office space, guest houses and residential premises occupied by the Transferred Employees) and all documents of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest in connection with the said immovable properties, shall stand transferred to and be vested in and be deemed to have been transferred to and vested in the Amalgamated Company, without any further act or deed done or being required to be done by the Amalgamating Company or the Amalgamated Company or both. The Amalgamated Company shall be entitled to exercise all rights and privileges attached to the immovable properties and shall be liable to pay the ground rent and taxes and fulfill all obligations and be entitled to all rights in relation to or as applicable to such immovable properties.

3.2.2 Licenses

- (a) All Licenses relating to the Amalgamating Company shall be transferred to and vested in the Amalgamated Company, without any further act or deed done by the Amalgamating Company or the Amalgamated Company and be in full force and effect in favour of the Amalgamated Company, as if the same were originally given to, issued to or executed in favour of the Amalgamated Company.
- (b) The rights and benefit of all Licenses of the Amalgamating Company shall vest in and become available to the Amalgamated Company pursuant to this Scheme becoming effective from the Appointed Date.
- (c) Further, if any License is non-transferrable, in such scenario and to the extent required, the Amalgamated Company shall apply for fresh licenses, permits, permissions, approvals, consents, etc.
- (d) It is hereby clarified that the NBFC registration granted by the RBI to the Amalgamating Company shall stand cancelled post effectiveness of this Scheme and not transferred to the benefit of the Amalgamated Company. As required under applicable laws, a post facto notification shall be made to the RBI informing it of the effectiveness of this Scheme.

3.2.3 Benefits, Entitlements, Incentives and Concessions

It is declared that all benefits, entitlements, incentives and concessions under incentive schemes and policies, if any, that the Amalgamating Company is entitled to alongwith associated obligations, be transferred to and be available to the Amalgamated Company, and these shall relate back to the Appointed Date as if the Amalgamated Company was originally entitled to all such benefits, entitlements, incentives and concessions, subject to continued compliance by the Amalgamated Company of all the terms and conditions subject to which the benefits under the incentive schemes were initially made available to the Amalgamating Company.

3.2.4 Contracts

All Contracts of the Amalgamating Company which are subsisting or having effect immediately before the Effective Date, shall stand transferred to and vested in the Amalgamated Company and be in full force and effect in favour of the Amalgamated Company and may be enforced by or against it as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party or beneficiary or obligee thereto.

3.2.5 Intellectual Property

All Intellectual Property shall stand transferred to and be vested in the Amalgamated Company and be in full force and effect in favour of the Amalgamated Company and may be enforced by or against it as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party or beneficiary or obligee thereto.

3.2.6 Transferred Employees

- (a) All Transferred Employees shall be deemed to have become the employees and staff of the Amalgamated Company with effect from the Appointed Date, and shall stand transferred to the Amalgamated Company without any interruption of service and on terms and conditions no less favourable than those on which they are engaged by the Amalgamating Company as on the Effective Date.
- (b) The Amalgamated Company agrees that the services of all Transferred Employees with the Amalgamating Company prior to the transfer, shall be taken into account for the purposes of all benefits to which such Transferred Employees may be eligible, including in relation to the level of remuneration and contractual and statutory benefits and accordingly, shall be reckoned from the date of their respective appointment in the Amalgamating Company. The Amalgamated Company undertakes to pay the same, as and when payable under applicable laws.
- (c) The Amalgamating Company is currently not required to make any contribution on behalf of its employee(s) under applicable law. All future contributions, if any, made by the Amalgamating Company on behalf of the Transferred Employees and all contributions, if any, made by the Transferred Employees including the interests arising thereon, to the Funds, shall, upon this Scheme becoming effective, be transferred to the funds maintained by the Amalgamated Company along with such of the investments made by such Funds which are referable and allocable to the Transferred Employees and the Amalgamated Company shall stand substituted for the Amalgamating Company with regard to the obligation to make the said contributions.
- (d) The future contributions, if any, made by the Amalgamating Company under applicable law in connection with the Transferred Employees, to the Funds, for the period after the Appointed Date shall be deemed to be contributions made by the Amalgamated Company.

3.2.7 Transferred Liabilities and Security

- (a) All Transferred Liabilities which arose out of the activities or operations of the Amalgamating Company, shall, to the extent they are outstanding as on the Effective Date, without any further act, instrument or deed, stand transferred to and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations, etc., as the case may be, of the Amalgamated Company and shall be exercised by or against the Amalgamated Company, as if it had incurred such Transferred Liabilities.
- (b) Upon this Scheme becoming effective and with effect from the Appointed Date, the Amalgamated Company alone shall be liable to meet, discharge and satisfy the Transferred Liabilities as the borrower thereof.
- (c) This Scheme shall not operate to enlarge or extend security, if any, for any of the Transferred Liabilities and the Amalgamated Company shall not be obliged to create any further or additional securities after the Effective Date, unless otherwise agreed to by the Amalgamated Company with such secured creditors and subject to the consent and approval of the existing secured creditors of the Amalgamated Company, if any. Further, this Scheme shall not operate to enlarge or extend the security for any loan, deposit or facility availed by the Amalgamated Company, in as much as the security shall not extend to the assets forming part of the Amalgamating Company.
- (d) In the event that any security in respect of the Transferred Liabilities is created, such security shall, without any further act, instrument or deed, be modified and shall be extended to and shall operate only over the assets forming part of the Amalgamating Company, which have been charged and secured in respect of the Transferred Liabilities. Provided that if any of the assets forming part of the Amalgamating Company have not been charged or secured in respect of the Transferred Liabilities, such assets shall remain unencumbered and the existing security referred to above shall not be extended to and shall not operate over such assets.
- (e) It shall not be necessary to obtain the consent of any third party or other person, who is a party to any contract or arrangement by virtue of which such Transferred Liabilities have arisen in order to give effect to the provisions of this Clause.
- (f) The Transferred Liabilities, if any, due or which may at any time in the future become due only inter-se the Amalgamating Company and the Amalgamated Company, shall stand discharged and there shall be no liability in that behalf on either party.
- (g) From the Effective Date and till such time that the names of the respective bank accounts of the Amalgamating Company are replaced with that of the Amalgamated Company, the Amalgamated Company shall be entitled to operate the bank accounts of the Amalgamating Company, in its name, in so far as may be necessary.

3.2.8 Proceedings

All Proceedings relating to the Amalgamating Company, whether by or against the Amalgamating Company, shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation of the Amalgamating Company or by anything contained in this Scheme, and the proceedings shall continue and any prosecution shall be enforced by or against the Amalgamated Company in the same manner and to the same extent as it would or might have been continued, prosecuted or enforced by or against the Amalgamating Company, as if this Scheme had not been made. The Amalgamated Company undertakes to have such Proceedings relating to or in connection with the Amalgamating Company, initiated by or against the Amalgamating Company, transferred in its name as soon as possible, and to have the same continued, prosecuted and enforced by or against the Amalgamated Company. The Amalgamated Company also undertakes to pay all amounts including interest, penalties, damages, etc. which the Amalgamating Company may be called upon to pay or secure in respect of any liability or obligation relating to the Amalgamating Company for the period from the Appointed Date up to the Effective Date, and any costs incurred by the Amalgamating Company in respect of such proceedings started by or against it relating to the period from the Appointed Date up to the Effective Date upon submission of necessary evidence by the Amalgamating Company to the Amalgamated Company for making such payment.

3.2.9 Tax Treatment

All taxes, duties, cess etc., if any, that are allocable, referable or related to the Amalgamating Company and payable, whether due or not, upto a day immediately preceding the Appointed Date, including all advance tax payments, tax deducted at source, tax liabilities or any refunds, tax obligations, credit and claims, shall, for all purposes, be treated as the liability or refunds, credit and claims, as the case may be, of the Amalgamated Company.

3.2.10 Books and Records

All books, records, files, papers, information, databases, lists of present and former suppliers, if any, whether in physical or electronic form that pertain to the Amalgamating Company shall, to the extent possible and permitted under applicable law, be handed over to the Amalgamated Company.

3.3 Conduct of Business

3.3.1 As and from the Appointed Date and up to and including the Effective Date:

- (a) the Amalgamating Company undertakes to carry on and shall be deemed to have carried on all its business activities and shall hold and stand possessed and shall be deemed to have held and stood possessed of its assets, rights, title, interests, authorities, contracts, investments and decisions, for and on account of and in trust for, the Amalgamated Company;

- (b) any of the obligations, liabilities, duties, and commitments attached, related or pertaining to the Amalgamating Company shall be undertaken and shall be deemed to have been undertaken for and on behalf of and as an agent for the Amalgamated Company; and
 - (c) all profits and income accruing or arising including all taxes thereon and all losses and expenditure arising or incurred by the Amalgamating Company shall, for all purposes, be treated as and deemed to be the profits, taxes or losses, as the case may be, of the Amalgamated Company.
- 3.3.2 All assets acquired, leased or licensed, Licenses obtained, benefits, entitlements, incentives and concessions granted, Contracts entered into, Intellectual Property developed or registered or applications made thereto, Transferred Liabilities incurred and Proceedings initiated or made party to, between the Appointed Date and till the Effective Date by the Amalgamating Company shall be deemed to be transferred and vested in the Amalgamated Company.
- 3.3.3 With effect from the Effective Date, the Amalgamated Company shall have the right to carry on the business of the Amalgamating Company.
- 3.3.4 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Amalgamating Company occurs by virtue of Part III of this Scheme itself, the Amalgamated Company may at any time after coming into effect of this Scheme and in accordance with the provisions hereof, if so required under any applicable law or otherwise, give notice in such form as may be required, or as it may deem fit and proper or enter into or execute deeds (including deeds of adherence), confirmations, novations, declarations or other writings or documents as may be necessary, in order to give formal effect to the provisions of this Scheme, including, with or in favour of, and carry out and perform all such formalities and compliances required by: (i) any party to any Contract to which the Amalgamating Company is a party; or (ii) any Governmental Authority or non-government authority, in order to give formal effect to the provisions of this Scheme. Provided however, that execution of any confirmation or novation or other writings or arrangements shall in no event postpone the giving effect to this Scheme from the Effective Date.
- 3.3.5 To the extent possible, pending sanction of this Scheme, the Amalgamating Company or the Amalgamated Company shall be entitled to apply to the relevant Governmental Authorities and other third parties concerned, as may be necessary under any law or contract for transfer of such consents, approvals and sanctions which the Amalgamated Company may require to own and carry on the business of the Amalgamating Company with effect from the Effective Date and subject to this Scheme being sanctioned by the High Courts.
- 3.3.6 For the purpose of giving effect to the order passed under Sections 391 to 394 of the Companies Act in respect of this Scheme by the High Courts, the Amalgamated Company shall, at any time pursuant to the order on this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the amalgamation of the Amalgamating Company in accordance with the provisions of Sections 391 to 394 of the Companies Act.

3.4 Savings of Concluded Transactions

The transfer and vesting of the Amalgamating Company with and into the Amalgamated Company under Part III hereof shall not affect any transaction or proceedings already completed or liabilities incurred by the Amalgamating Company, on or after the Appointed Date till the Effective Date, to the end and intent that the Amalgamated Company shall accept and adopt all acts, deeds and things done and executed by or on behalf of the Amalgamating Company in respect thereto as acts, deeds and things done and executed by and on behalf of itself.

3.5 Dissolution of Amalgamating Company

Upon this Scheme becoming effective, the Amalgamating Company shall stand dissolved without being wound-up.

PART IV

ENTITLEMENT OF SHAREHOLDERS OF THE AMALGAMATING COMPANY, CANCELLATION OF SHAREHOLDING OF THE AMALGAMATING COMPANY IN THE AMALGAMATED COMPANY & INCREASE OF AUTHORIZED SHARE CAPITAL

4.1 Entitlement of shareholders of the Amalgamating Company to receive shares of the Amalgamated Company

- 4.1.1 Upon this Scheme becoming effective, in consideration of the transfer and vesting of the Amalgamating Company with and into the Amalgamated Company, the shareholders of the Amalgamating Company shall, without any application, act or deed, be entitled to receive shares of the Amalgamated Company in terms of Clause 4.1.4 of this Scheme.
- 4.1.2 Upon this Scheme becoming effective, a committee of the Board of Directors of the Amalgamated Company shall determine the record date, which shall either be the Effective Date, or a date later than the Effective Date, for the issue and allotment of fully paid-up equity shares by the Amalgamated Company to the shareholders of the Amalgamating Company, in accordance with this Scheme (the "**Record Date**"). On determination of the Record Date as aforesaid, the Amalgamating Company shall provide to the Amalgamated Company, a list of equity shareholders of the Amalgamating Company, as on the Record Date.
- 4.1.3 It is hereby clarified that 6 (six) individuals are holding shares in the Amalgamating Company as nominees of ALSTOM Holdings and only for purposes of meeting the requirement of the minimum number of shareholders required for a public company as per the provisions of the Companies Act. The Board of Directors of the Amalgamating Company and the Amalgamated Company have decided that in respect of entitlement of nominee shareholders of the Amalgamating Company, the equity shares of the Amalgamated Company shall be issued to the beneficial holder of such shares, i.e. ALSTOM Holdings.
- 4.1.4 Upon this Scheme becoming effective, the shareholders of the Amalgamating Company shall be entitled to receive equity shares of the Amalgamated Company in accordance with the following share exchange ratio:

For every 41 fully paid-up equity share(s) of Rs. 10 (Rupees ten) each held in the Amalgamating Company, ALSTOM Holdings shall be entitled to receive 10 fully paid-up equity share(s) of Rs. 10 (Rupees ten) each of the Amalgamated Company ("**Share Exchange Ratio**").

The Share Exchange Ratio has been determined by the Board of Directors of the Amalgamating Company and the Amalgamated Company based on their independent judgment and taking into consideration the valuation report dated September 7, 2011 provided by an independent valuer - Bansi S. Mehta & Co., and the fairness opinion dated September 9, 2011 provided by an independent merchant banker - Indbank Merchant Banking Services Limited, on the valuation undertaken by the independent valuer.

- 4.1.5 The fully paid-up equity shares of the Amalgamated Company to be issued to the shareholders of the Amalgamating Company shall, upon this Scheme becoming effective, rank pari passu in all respects to the existing fully paid-up equity shares of Amalgamated Company, subject to the provisions of the articles of association of the Amalgamated Company.
- 4.1.6 If there are any pending share transfers, whether lodged or outstanding, of any shareholder of the Amalgamating Company, the Board of Directors of the Amalgamating Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer in the Amalgamating Company, as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor of the share in the Amalgamated Company and in relation to the shares issued by the Amalgamated Company after this Scheme becoming effective. The Board of Directors of the Amalgamating Company shall be empowered to remove such difficulties, as may arise in the course of implementation of this Scheme and registration of new shareholders in the Amalgamated Company on account of difficulties faced in the transition period.
- 4.1.7 If as a result of this Scheme, any shareholder of the Amalgamating Company becomes entitled to fractional shares of the Amalgamated Company, the Board of Directors of the Amalgamated Company shall round-off such fractional entitlement to the nearest integer.
- 4.1.8 The Amalgamated Company, being a listed public limited company, shall make appropriate filings with BSE and NSE to obtain their consent for the listing and the trading of the new shares so issued to the shareholders of the Amalgamating Company. Additionally, the Amalgamated Company shall make all necessary filings with the RBI within the prescribed timelines, as required under applicable law, if it issues shares to a non-resident as a result of this Scheme.
- 4.1.9 Every shareholder of the Amalgamating Company shall have the option to be exercised by way of giving a notice to the Amalgamated Company, on or before such date as may be determined by the Board of Directors of the Amalgamated Company, in this regard, to receive the shares of the Amalgamated Company, either in certificate form or dematerialized form. It is clarified that in the event of non-receipt of the said notice or in the event of such notice being incomplete, the shareholders of the Amalgamating Company who hold their shares in dematerialized form shall be issued the shares of the Amalgamated Company in the dematerialized form and those who hold the physical shares shall be issued share certificates. Wherever applicable, the certificates shall be sent by the Amalgamated Company to the shareholders of the Amalgamating Company at their respective registered addresses, as appearing in the register maintained by the Amalgamating Company with respect to its shareholders (or in the case of joint holders to the address of that one of the joint holders whose name stands first in such register in respect of such joint holding) and the Amalgamated Company shall not be responsible for any loss in transit. The shareholders of the Amalgamating Company eligible to be issued shares in the Amalgamated Company in dematerialized form shall receive dematerialized receipts of credit of new equity shares in their respective share accounts maintained with the depository participants reflecting the

equity shares of the Amalgamated Company issued in accordance with Clause 4.1.3 above. The Amalgamated Company shall, if so required, be eligible to issue letters of allotment of the equity shares pending issue of share certificates or receipts for credit to the account of the shareholders with the depository participants under the depository system.

4.1.10 The approval and consent to this Scheme by all the shareholders of the Amalgamated Company pursuant to Sections 391 to 394 of the Companies Act, shall be deemed to mean that the shareholders have also accorded their consent under Section 81(1A) of the Companies Act and other provisions of the Companies Act, as may be applicable.

4.2 Cancellation of shares held by the Amalgamating Company in the Amalgamated Company

4.2.1 Upon this Scheme becoming effective and upon transfer and vesting of the Amalgamating Company with and into the Amalgamated Company in accordance with the terms of this Scheme, to the extent that the Amalgamating Company holds equity shares in the Amalgamated Company, if any, such shares shall stand cancelled and extinguished.

4.2.2 The reduction in the share capital account, if any, of the Amalgamated Company, as a result of cancellation of the existing shareholding of the Amalgamating Company in the Amalgamated Company, and the reduction in the capital reserve account and the securities premium account, if any, of the Amalgamated Company as part of this Scheme, if applicable, shall be effected as an integral part of this Scheme in accordance with the provisions of Section 78, Section 80, Sections 100 to 103 and any other applicable provisions of the Act and the orders of the High Courts sanctioning this Scheme shall be deemed to be also the orders under Section 102 of the Act for the purpose of confirming the reduction. In such case, the Amalgamated Company shall not be required to add the words "and reduced" as part of its corporate name and such use is dispensed with.

4.2.3 The approval and consent to this Scheme by all the shareholders of the Amalgamated Company pursuant to Sections 391 to 394 of the Companies Act, shall be deemed to mean that the shareholders have also accorded their consent under Section 100 of the Companies Act and other provisions of the Companies Act, as may be applicable.

4.3 Increase of authorized share capital of the Amalgamated Company

4.3.1 Upon this Scheme becoming effective and upon the transfer and vesting of the Amalgamating Company with and into the Amalgamated Company pursuant to the terms of this Scheme, the entire amount of the authorized share capital of the Amalgamating Company collectively amounting to Rs. 30,00,00,000 divided into 3,00,00,000 equity shares of Rs. 10 each shall stand merged with the authorized share capital of the Amalgamated Company, as equity shares.

4.3.2 Accordingly, the authorized share capital of the Amalgamated Company shall stand increased by an amount of Rs. 30,00,00,000 divided into 3,00,00,000 equity shares of Rs. 10 each and

the capital clause in the memorandum of association of the Amalgamated Company shall stand substituted to read as follows:

"The Authorized Share Capital of the Company is Rs.600,00,00,000/- (Rupees Six Hundred Crores only) divided into 19,50,00,000 (Nineteen Crores Fifty Lakh) Equity Shares of Rs. 10/- (Rupees Ten) each and 4,05,00,000 (Four Crores Five Lakh) preference shares of Rs.100/- (Rupees One Hundred) each with such rights, privileges and conditions attaching thereto as are provided by the regulations of the Company for the time being with power to increase and decrease the capital of the Company and to divide the shares in capital for the time being into several classes and to attach thereto respectively such preferential rights, privileges or conditions as may be determined by or in accordance with the Articles of the Company for the time being and to modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Companies Act, and as provided by the Articles of the Company for the time being."

- 4.3.3 The stamp duty or filing fees paid on the authorized share capital of the Amalgamating Company is permitted to be utilized and applied towards the increase in the authorized share capital of the Amalgamated Company in accordance with this Clause 4.3, and no additional stamp duty shall be payable and no additional fee shall be payable to any regulatory authorities in relation to such increase in the authorized share capital of the Amalgamated Company. The Amalgamated Company shall file the requisite forms with the relevant RoC, which has jurisdiction over the Amalgamated Company, for the increase of the authorized share capital of the Amalgamated Company as aforesaid. It is hereby clarified that for the purposes of increasing the authorized share capital in accordance with this Clause 4.3, the consent of the shareholders of the Amalgamated Company to this Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and that no further resolution under Section 16, Section 81, Section 94 or any other applicable provisions of the Companies Act, would be required to be separately passed.

PART V

ACCOUNTING TREATMENT

5. Accounting Treatment

- 5.1 Accounting for the amalgamation of the Amalgamating Company in the books of the Amalgamated Company shall be in accordance with the pooling of interest method provided in Accounting Standard 14 notified under Section 211 (3C) of the Companies Act, 1956.
- 5.2 The Amalgamated Company shall, upon this Scheme becoming effective, record the assets and liabilities and the reserves (including profit and loss account and general reserve) of the Amalgamating Company at the values thereof as appearing in the books of the Amalgamating Company, at the close of business on the day preceding the Appointed Date. The Amalgamated Company shall record in its books of accounts, all the transactions of the Amalgamating Company in respect of assets, liabilities, income and expenses, from the Appointed Date to the Effective Date. As on the Effective Date, the difference in the face value of the cancelled equity shares and the cost of acquisition of such shares by the Amalgamating Company, after adjusting existing share capital of the Amalgamating Company and the face value of the new shares issued to the shareholders of the Amalgamating Company pursuant to Clause 4.1 above, shall be adjusted in the books of the Amalgamated Company in the following order:
- first out of the amount available in capital reserves account;
 - then, out of the amount available in the securities premium account; and
 - balance out of the general reserves.
- 5.3 The identity of the statutory reserves of the Amalgamating Company, if any, shall be preserved to the extent necessary, and they shall appear in the financial statements of the Amalgamated Company in the same form and manner, in which they appeared in the financial statements of the Amalgamating Company, prior to this Scheme becoming effective. Accordingly, if prior to this Scheme becoming effective, there is any reserve in the financial statements of the Amalgamating Company available for distribution as dividend, the same would also be available in the financial statements of the Amalgamated Company for distribution as dividend pursuant to this Scheme becoming effective.
- 5.4 The balance of the profit and loss account, as appearing in the financial statements of the Amalgamating Company shall be aggregated with the corresponding balance appearing in the financial statements of the Amalgamated Company.
- 5.5 In case of any differences in accounting policies between the Amalgamated Company and Amalgamating Company, the impact of the same till the Appointed Date will be quantified and adjusted in the general reserve, to ensure that the financial statements of Amalgamated Company reflect the financial position on the basis of consistent accounting policies.

PART VI

GENERAL TERMS AND CONDITIONS

6.1 Application(s) to High Courts

6.1.1 The Amalgamated Company and the Amalgamating Company shall, with all reasonable efforts, make necessary applications to the relevant High Courts under Sections 391 to 394 and other applicable provisions of the Companies Act, to seek orders for dispensing with or convening, holding or conducting of the meetings of their respective shareholders and for sanction of this Scheme, with such modifications, as may be approved by the relevant High Courts.

6.1.2 Upon this Scheme being approved by the requisite majority of the shareholders of the Amalgamated Company and the Amalgamating Company (as may be directed by the High Courts), the Amalgamated Company and the Amalgamating Company shall, with all reasonable efforts file their respective petitions before the High Courts, for sanction of this Scheme under Sections 391 to 394 and other applicable provisions of the Companies Act, and for such other order or orders, as the High Courts may deem fit for carrying this Scheme into effect.

6.2 Revision of accounts and tax filings, modification of charge

6.2.1 Upon this Scheme becoming effective, the Amalgamated Company is expressly permitted to revise and file its income tax returns and other statutory returns, including tax deducted at source returns, services tax returns, excise tax returns, sales tax and value added tax returns, as may be applicable and has expressly reserved the right to make such provisions in its returns and to claim refunds or credits, etc., if any. Such returns may be revised and filed notwithstanding that the statutory period for such revision and filing may have lapsed.

6.2.2 Filing of the certified copies of the orders of the High Courts sanctioning this Scheme with the relevant RoC shall be deemed to be sufficient for creating or modifying the charges in favour of the secured creditors of the Amalgamating Company, as required as per the provisions of this Scheme.

6.3 Tax neutrality

6.3.1 The amalgamation in accordance with this Scheme of the Amalgamating Company with the Amalgamated Company shall be pursuant to and in compliance with the provisions of Section 2(1B) of the Income-tax Act, 1961.

6.3.2 If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of the tax laws applicable at the relevant time shall prevail. This Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of this Scheme.

6.4 Conditionality and Effectiveness of this Scheme

6.4.1 This Scheme is conditional upon and subject to:

- (a) this Scheme being agreed to by the respective requisite majorities of the shareholders of the Amalgamated Company and the Amalgamating Company (either by way of a meeting or a letter of consent) in accordance with Sections 391 to 394 of the Act;
- (b) this Scheme being sanctioned by the High Courts and certified copies of the orders of the High Courts sanctioning this Scheme being filed with the relevant RoCs; and
- (c) receipt of such other sanctions, orders and approvals, as may be necessary at present or at any later date but before the Effective Date from authorities under Indian laws, including approval from the Competition Commission of India ("CCI") in respect of this Scheme, if required.

6.4.2 This Scheme shall become effective on:

- (a) the last of the dates on which certified copies of the orders of the High Courts sanctioning this Scheme are filed by the Amalgamating Company or the Amalgamated Company with the respective RoCs;
- (b) upon receipt of such sanctions and approvals, as may be required from authorities under Indian laws, including approval from the Competition Commission of India in respect of this Scheme;

whichever is later. Such date shall be known as the "**Effective Date**".

6.4.3 On the sanction of this Scheme and upon this Scheme becoming effective, the following shall be deemed to have occurred on the Appointed Date and become effective and operative only in the sequence and in the order mentioned hereunder:

- (a) amalgamation of the Amalgamating Company and transfer and vesting thereof in the Amalgamated Company;
- (b) change of name of the Amalgamated Company from "ALSTOM Projects India Limited" to "ALSTOM India Limited" (in accordance with Clause 6.7 hereto);
- (c) increase of the authorized share capital of the Amalgamated Company;
- (d) issue and allotment of fully paid-up equity shares of the Amalgamated Company to the equity shareholders of the Amalgamating Company as on the Record Date; and
- (e) cancellation of shareholding of the Amalgamating Company in the Amalgamated Company.

6.5 Modifications and amendments to this Scheme

6.5.1 Notwithstanding anything to the contrary contained in this Scheme, the Amalgamating Company and the Amalgamated Company (acting through their respective Board of Directors) may make or consent to any modifications, amendments, clarifications or confirmations to this Scheme, which the High Courts or any authorities may deem fit to direct or impose.

6.5.2 The Amalgamating Company and the Amalgamated Company (acting through their respective Board of Directors) shall be authorised to take all such steps and give such directions, as may be necessary, desirable or proper, to resolve any doubts, difficulties or questions arising under this Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any manner whatsoever connected therewith, whether by reason of any directive or orders of the High Courts or any other authorities or otherwise howsoever arising out of or under or by virtue of this Scheme or any matter concerned or connected therewith.

6.5.3 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate of the Amalgamating Company and the Amalgamated Company may give and are hereby authorised to determine and give all such directions as are necessary and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

6.6 Revocation, withdrawal of this Scheme

6.6.1 Subject to the order(s) of the Hon'ble High Court(s), the Board of Directors of the Amalgamating Company and the Amalgamated Company shall be entitled to revoke, cancel, withdraw and declare this Scheme of no effect at any stage if: (i) this Scheme is not being sanctioned by the High Courts or if any of the consents, approvals, permissions, resolutions, agreements, sanctions and conditions required for giving effect to this Scheme are not obtained or for any other reason; (ii) in case any condition or alteration imposed by the High Courts, the CCI (if applicable), shareholders of the Amalgamating Company, shareholders of the Amalgamated Company or any other authority is not acceptable to the Board of Directors of the Amalgamating Company and the Amalgamated Company; (iii) the Board of Directors of the Amalgamating Company and the Amalgamated Company are of view that the coming into effect of this Scheme in terms of the provisions of this Scheme or filing of the drawn up order(s) with any Governmental Authority could have adverse implication on all or any of the ALSTOM group of companies. On revocation, withdrawal, or cancellation, this Scheme shall stand revoked, withdrawn, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se between the Amalgamating Company and the Amalgamated Company or their respective shareholders or creditors or employees or any other person, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, each party shall bear its own costs unless otherwise mutually agreed.

6.6.2 The non-receipt of any sanctions or approvals or a particular asset or liability forming part of the Amalgamating Company getting transferred pursuant to this Scheme, shall not affect the effectiveness of this Scheme, if the Board of Directors of the Amalgamating Company and the Amalgamated Company so decide.

6.6.3 If any part of this Scheme is held invalid, ruled illegal by any court of competent jurisdiction, or becomes unenforceable for any reason, whether under present or future laws, then it is the intention of the Amalgamating Company and the Amalgamated Company that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall causes this Scheme to become materially adverse to either the Amalgamated Company or the Amalgamating Company, in which case the Amalgamating Company and the Amalgamated Company shall attempt to bring about a modification in this Scheme, as will best preserve for the parties the benefits and obligations of this Scheme, including but not limited to such part.

6.7 Change of Name

6.7.1 Upon this Scheme becoming effective, the name of the Amalgamated Company shall be deemed to have been changed from "ALSTOM Projects India Limited" to "ALSTOM India Limited" in accordance Section 21 and other relevant provisions of the Companies Act. It is hereby clarified that for the purposes of this Clause 6.7, the consent of the shareholders of the Amalgamated Company to this Scheme shall be deemed to be sufficient for the purposes of effecting the name change and that no further resolution under Section 21 or any other applicable provisions of the Companies Act, would be required to be separately passed.

6.8 Stamp Duty

6.8.1 Since all movable properties belonging to the Amalgamating Company shall be transferred by way of delivery and possession, no stamp duty shall be payable on transfer of such properties.

6.9 Miscellaneous

6.9.1 Upon this Scheme becoming effective, the borrowing limits of the Amalgamated Company in terms of Section 293(1)(d) of the Companies Act, shall without any further act or deed, stand enhanced by the Transferred Liabilities, such limits being incremental to the existing limits of the Amalgamated Company, with effect from the Appointed Date.

6.9.2 The Amalgamating Company and the Amalgamated Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date.

SCHEDULE I

Description of Immovable Properties of the Amalgamating Company

1. Property situated at Udai Farm, 1 K.M. South of Sector-D, Pocket 3, Church Road, Vasant Kunj, New Delhi, occupied on a lease basis by ALSTOM Holdings (India) Limited under a Lease Deed, executed in July 2010, between Brig (Retd) Ram Singh and ALSTOM Holdings (India) Limited (in its erstwhile name - ALSTOM India Limited).
2. Property situated at Level 2, Elegance Tower, Old Mathura Road, Jasola, New Delhi - 110 025, occupied through a service agreement executed on 8th September 2011 between ALSTOM Holdings (India) Limited and Regus Business Centre (Delhi) Private Limited.