



Co. No. 04-3281

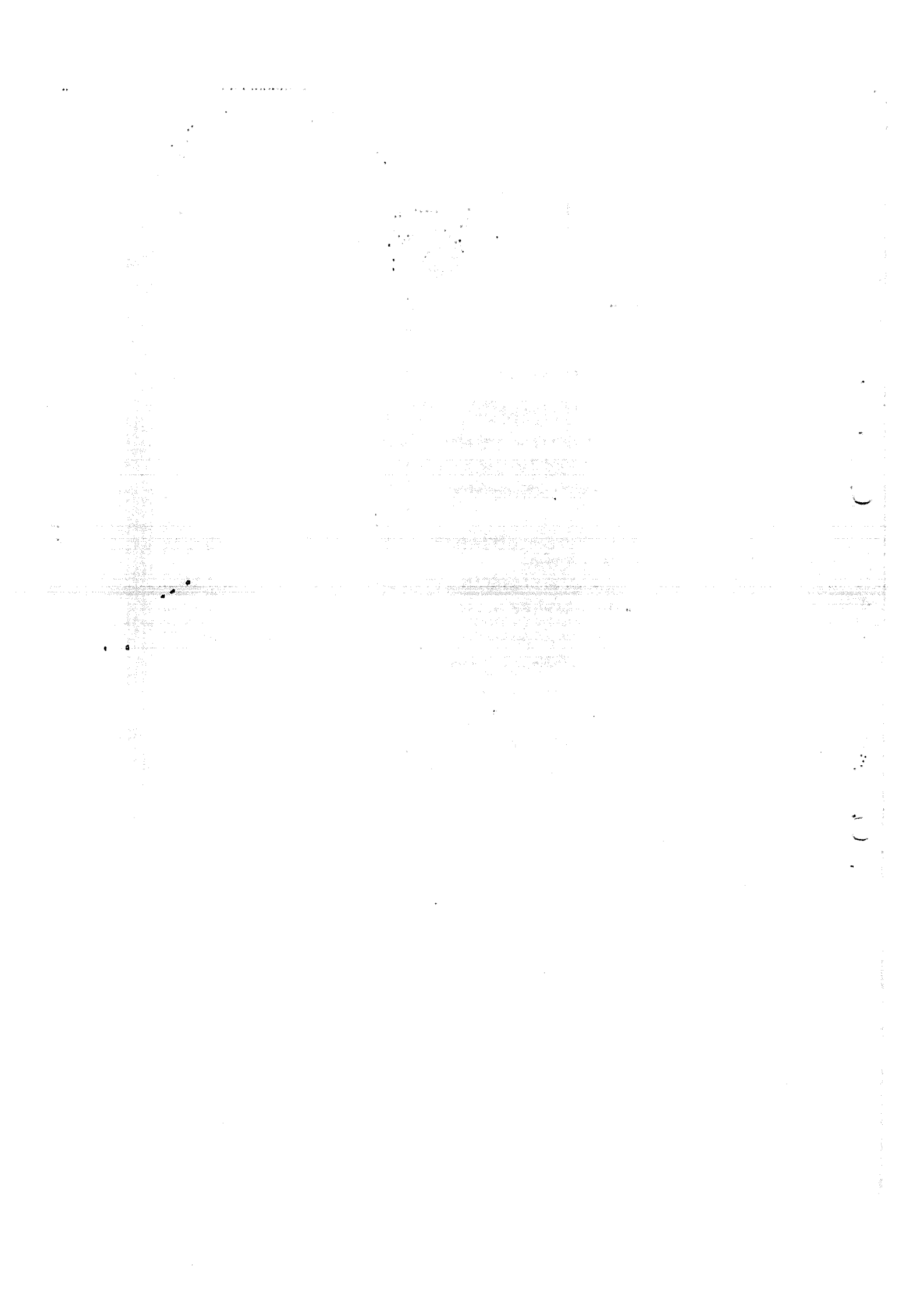
FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON  
**CHANGE OF NAME**  
IN THE OFFICE OF THE REGISTRAR OF COMPANIES,  
GUJARAT, DADRA & NAGAR HAVELI  
[Under the Companies Act, 1956 (1 of 1956)]

IN THE MATTER OF GUJARAT STATE PETROCHEMICALS  
CORPORATION LIMITED

I hereby certify that GUJARAT STATE PETROCHEMICALS  
CORPORATION LIMITED which was originally incorporated on  
29/01/1979 under the Companies Act, 1956 and under the name GUJARAT  
STATE PETROCHEMICALS CORPORATION LIMITED having duly  
passed the necessary Resolution in terms of Section 21/31/44 of the  
Companies Act, 1956, on 25/10/1994 and the approval of the Central  
Government signifies in writing having been accorded thereto by the Registrar  
of Companies, Gujarat, vide his letter dated 09/11/1994 in terms of  
Government of India, Ministry of Law, Justice and Company Affairs  
(Department of Company Affairs) Notification No. GSR 507(E) dated 24-06-  
1985 the name of the said Company is this day changed to GUJARAT  
STATE PETROLEUM CORPORATION LIMITED and this certificate is  
issued pursuant to Section 23(1) of the said Act.

Given under my hand at AHMEDABAD Dated this 10th day of  
November, 1994 One Thousand Nine Hundred NINETY FOUR.

Sd/-  
[M. L. SHARMA]  
Registrar of Companies,  
Gujarat  
Dadra & Nagar Haveli



Company No. 04-37007

**CERTIFICATE FOR COMMENCEMENT OF BUSINESS**

Pursuant to Section 149 (3) of the Companies Act, 1956

I hereby certify that the  
**GUJARAT STATE PETROCHEMICALS CORPORATION LIMITED**  
which was incorporated under the Companies Act, 1956 on the  
**Twentyninth day of January, 1979** and which has this day filed a duly  
verified declaration in the prescribed form that the conditions of Section  
149(1)(a) to (d)/149(2) to (c) of the said Act, have been complied with,  
is entitled to commence business.

Given under my hand at **AHMEDABAD** this **08/05/1979**.



Sd/-  
**[J. G. GATHA]**  
Registrar of Companies,  
**GUJARAT**  
Dadra & Nagar Haveli

...the first of these is the fact that the ...

...the second of these is the fact that the ...

...the third of these is the fact that the ...

...the fourth of these is the fact that the ...

...the fifth of these is the fact that the ...



FORM I.R.

## CERTIFICATE OF INCORPORATION

No. 3281 of 1978-79

I hereby certify that

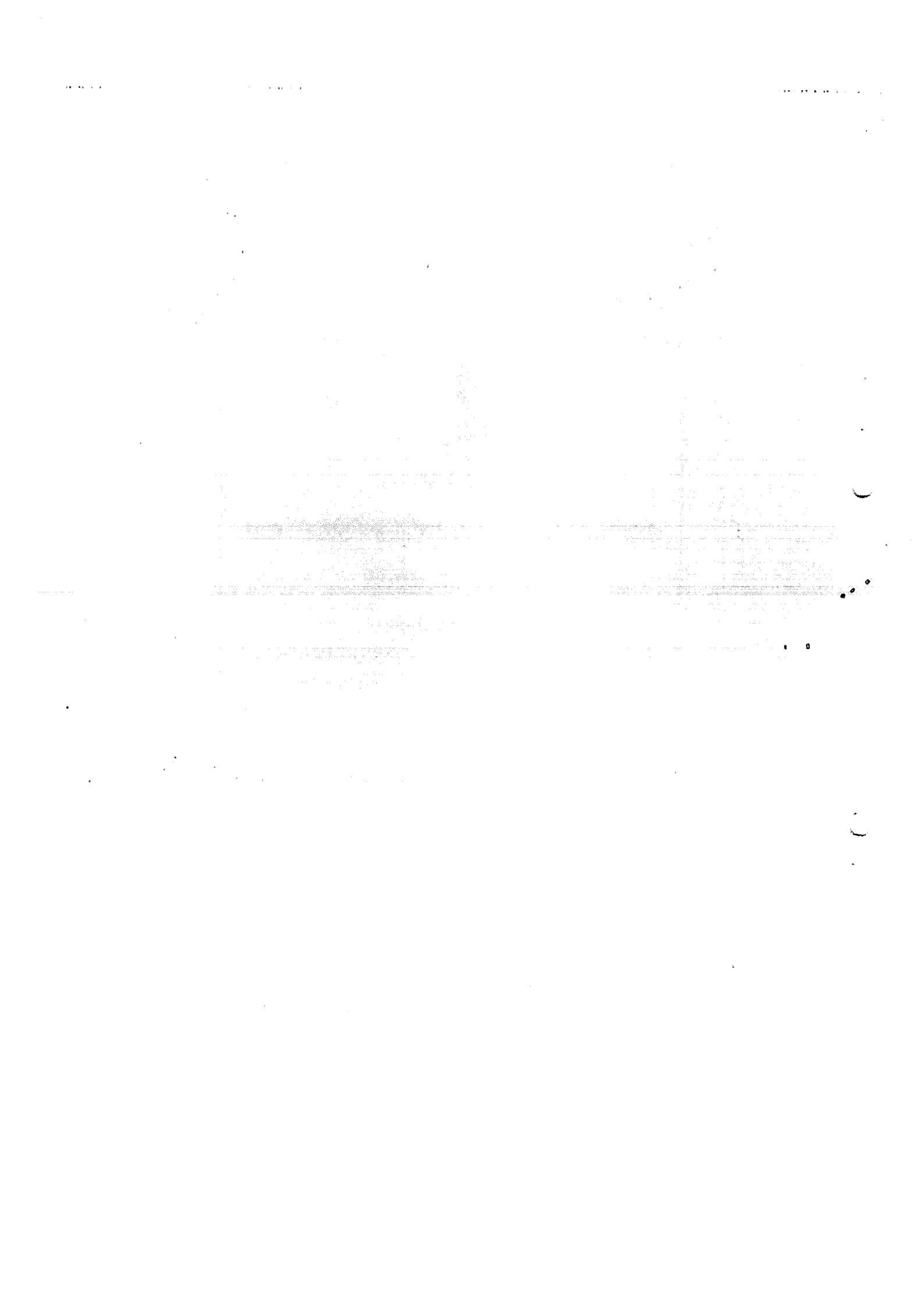
**GUJARAT STATE PETROCHEMICALS CORPORATION LIMITED** is this day incorporated under the Companies Act, 1956 (No.1 of 1956) and that the Company is Limited.

Given under my hand at **AHMEDABAD** this **TWENTYNINTH** day of **JANUARY**, One Thousand Nine Hundred **SEVENTY NINE**.

Sd/-

**[J. G. GATHA]**  
Registrar of Companies,  
**GUJARAT**  
Dadra & Nagar Haveli





MEMORANDUM OF ASSOCIATION

OF

**GUJARAT STATE PETROLEUM CORPORATION LIMITED**

- I. The name of the Company is Gujarat State Petroleum Corporation Limited.
- II. The Registered Office of the Company will be situated in the State of Gujarat.
- III. **THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**
  - (A) 1. To explore, exploit, manufacture, synthesize, produce, prepare, extract, process, finish, manipulate, improve, treat, preserve, reduce, render, merchantable, import, export, buy, sell, install, estimate, transport, refine, store and generally carry on the business or deal or traffic in hydrocarbons like crude oil and natural gas and processing thereof into its components for production of products such as light distillants like, fuel, gas, LPG, Middle distillates like kerosene, naphtha, motor spirit, diesel, aviation turbine fuel, heavy distillates like fuel, oil, LSHS, Wax, Heavy ends, Methane, Ethane, Propane, Butane and NGL and also cracking of petroleum fraction and hydrocarbon gases, with the object to obtain the basic building blocks such as olefins like ethylene, acetylene, propylene, butylene, butadiene, aromatics like benzene, toluene, Xylenes and to deal in these items.
  2. To manufacture, synthesize, produce, prepare, extract, process and finish, manipulate, improve, treat, preserve, reduce, render, merchantable import, export, buy, sell, install, estimate, transport and plastics of all types and grades, copolymer formulations and in all forms such as powder, flakes, laminates or as processed goods, and including polyethylene, polypropylene, polystyrene, polyvinylchloride, polyvinyl acetate, polymethyl methacrylate, epoxy resins, alkyd resins, melamine polycarbonates, polyamides, polyimides, polymethanes, polyacrylonitrile, polyesters such as polyethylene terephthalate and polyethylene isophthalate, ethylene oxide, ethylene glycol, propylene oxide and polyols, glycol esters and glycol ethers, dodecyl benzene and other types of Alkyl Benzenes, etc., derived from the building blocks such as methane, ethane, ethylene, propane, propylene, butane, butylene, LPG etc.
  3. To carry on in India and elsewhere the business of processing, converting producing, manufacturing, formulating, using, buying, acquiring, importing, storing, packaging, selling, transporting, distributing exporting and disposing etc.
    - (a) All chemicals derived from hydrocarbons including those from petroleum sources, elements, chemical compounds and products of any nature and kind whatsoever including by-products, derivatives and mixtures thereof.
    - (b) Special types of petroleum and petroleum products, including specifically crude oil, associated and free gases refinery gases, reformer and cracker gases, naphtha, reformulate, middle distillate fractions, residual fuel oil, slack wax, tank bottoms and any by-products or waste products therefrom.
    - (c) All petrochemical building blocks and derivatives thereof, whether liquid, solid fluid or gaseous and including benzene, toluene, ortho xylene, meta xylene, para xylene, ethyl benzenes, ethylane, propylene, propane, ethane, butanes, butenes, butadiene, isoprene, oxides, glycols and polyglycols of ethylene, propylene and butylene, aliphatic and aromatic alcohols, aldehydes, ketones, acids, acid anhydrides, acetates, acrylics, cyanates and isocyanates and reaction, products of various organic synthesis like

halogenation, sulfonation and sulfatation, nitration, anation oxidation, reduction estification, alkylation, hydrolysis, phosgenation, hydrogenation, etc. and any other process developed or likely to be developed.

- (d) Polymers, elastomers, resins and plastics of all types and grades, copolymer formulations and in all forms such as powder, flakes, granules, films, sheets, tubes, pipes, fibres, laminates or as processed goods, and including polyethylene, polypropylene; polystyrene, polyvinyl chloride, polyamides, polyimides, polymethacrylates, polyacrylonitrile, polyesters such as polyethylene terephthalate and polyethylene isophthalate etc.
- (e) Polymer processing chemicals and additives of all types and for all purposes and including plasticisers fillers, antioxidants, retarders, colouring chemicals etc.
- (f) Elastomers, reclaimed rubber and synthetic rubber of all types, grades, forms and copolymer formulations, including polybutadiene, polyisoprene, butyl rubber, nitrile rubber, EP rubber, speciality rubbers and including rubber processing chemicals such as accelerators, antioxidants, retarders and fillers, synthetic rubber coated and laminated articles etc.
- (g) Synthetic fibres and fibre intermediates of all types, grades formulations and blendings and including polyester fibres, polyacrylonitrile, polyvinylacetate, polypropylene, nylon and other synthetic and cellulosic fibres etc.
- (h) Solvents of all types, grades and formulations, essences flavours, perfumery materials, surface coatings and laquers etc.
- (i) Synthetic detergents and detergent intermediates of all types and surface active agents, including dodecyl benzene, propylene tetramer and bio-degradable detergents.
- (j) Pesticides, micronutrients and related intermediates of all types and formulations, including insecticides, pesticides, weedicides, rodenticides, fungicides etc.
- (k) Refrigerants of all types.
- (l) Single cell and multi cell proteins from hydrocarbons.

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

- 4. [A] To manufacture, store, maintain, sell, buy, repair, alter, exchange, let on hire, export, import and deal in all kinds of articles and things (including all kinds of conveyance and all components parts, fittings, tools, implements, accessories, materials and all articles and things used or capable of being used in connection therewith in any way whatsoever) which may be required for the purpose of any business of the company or are commonly supplied or detail in by persons engaged in any such business and which may be capable of being profitably dealt with in connection with any of the business of the Company.
  - [B] To generate, accumulate, transmit, distribute, purchase, sell and supply electricity power or any other energy from the conventional/non conventional energy sources on a commercial basis to consumers and others or to any State Electricity Board and agency/agencies in the line of activity of energy generation and distribution.
  - [C] To generate energy in any form for sale and supply from available fuel and other inputs and to construct, lay down, establish, operate and maintain power/energy generating stations, including building, structures, works, machineries, equipments, cables and to undertake or to carry on the business of managing, owning, controlling, erecting, commissioning, operating, running leasing or transferring to third person/s, power plants and plants and plants based on conventional or non-conventional energy sources.
5. To carry on any other business (manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with these objects or calculated directly

- or indirectly to enhance the value of or render profitable any of the Company's property or rights or which it may be advisable to undertake with a view to improving, developing, rendering valuable or turning to account any property movable or immovable belonging to the Company or in which the Company may be interested.
6. To carry on all kinds of exploration business, and in particular to search for, prospect, examine and explore mines and ground supposed to contain minerals or precious stones, and to search for and obtain information in regard to mines mining claims, mining districts and localities and to purchase or otherwise acquire and to sell, dispose off and deal with mines and mining rights and property supposed to contain minerals or precious stones of all kinds and undertakings connected therewith and to work, exercise, develop and turn to account mines, and mining rights and any undertakings connected therewith and to buy, sell dress, refine, manipulate, prepare for the market and deal in minerals of all kinds.
  7. To apply for, tender, purchase, or otherwise acquire any contract and concessions for or in relation to the construction, execution, carrying out, equipment, improvement, management, administration or control of works and conveniences and to undertake, execute, carry out, dispose off, or otherwise turn to account the same.
  8. To act as agents for Government or other authorities or any manufacturers, merchants and others and to transact and carry on agency business of every kind and of any descriptions.
  9. To establish and maintain agencies, branch places and local registers, to procure registration or recognition of the Company and to carry on business in any part of the world and to take such steps as may be necessary to give the Company such rights and privileges as are possessed by local companies or partnerships or as may be thought desirable.
  10. To enter into any arrangements with the Government of India or any other Government or State or Local authority or any person for the purpose of carrying out the objects of the Company or furthering its interests directly or indirectly, and to obtain from such Government or authority or person any charters, subsidies, loans, indemnities, grants, contracts, licences, decrees, rights, sanctions, concessions, protection, privileges or immunities whatsoever (whether statutory or otherwise) which the company may think it desirable to obtain and carry out, exercise and comply with any such arrangements, rights, sanctions, privileges, licences or concessions.
  11. To purchase, take on lease, hire or acquire in exchange for concession or otherwise absolutely or conditionally, solely or jointly with others, any property, rights or privileges which the company may think necessary or convenient for the purpose of its business, and make construct maintain work, acquire, hire hold, improve, alter, manage, let, sell, dispose off, exchange, carry out or control roads, embarkments, ferries, piers, wharves, quays, sheds, landing grounds, hangars, garages, accommodation of all kinds for air, sea and land traffic water-ways, land buildings and building yards, pipelines, foundries, warehouse, works, factories, workshops, sidings, trainways, engines, machinery and apparatus, gas works, electric works, water rights, way leave estates, utilities and other services calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidies or otherwise assist or take part in the establishment, construction, improvement, maintenance working, management, carrying out superintendence or control thereof.
  12. To develop and turn to account any land acquired by the Company or in which it is interested, and in particular, by laying out and preparing the same for building purpose, constructing, altering, pulling down decorating, maintaining, fitting up, and improving building, and by planting, paving draining, farming, cultivating and letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders and others.
  13. To acquire, build, provide and maintain dams, tube wells, barrages, sluices, embankments, tanks, bridges, aqueducts, reservoirs, irrigation works, reclaimed land infiltration galleries and other works, and like contrivances, and drill and sink wells for the purpose of securing adequate supplies of water required in any way in connection with the business of the Company or as incidental thereto, or for supplies to the township or sale to the public for irrigation, domestic, sanitation, industrial and other purposes and to store maintain, sell or loan such supplies.

14. To manufacture, import, export deal in or prepare for market, revise, clean, restore, recondition, repair, re-model, clean, treat and otherwise manipulate and deal in and turn into account by process or means whatsoever all by-products, refuse and waste and other products, capable of being manufactured or produced out of or with the use of all or any raw materials, ingredients, substances or commodities used in the manufacture of all or any of the products, which the Company is entitled to manufacture or deal in and to make such other use of the same as may be thought fit.
15. Subject to the directions of Reserve Bank of India or any other authority on behalf to receive money on deposit of loan and borrow or raise money in such manner as the Company shall think fit by, promissory notes, bills of exchange, hundies and other negotiable or transferable instruments or by debentures or by debenture stock (prepeptual or othewise) and to secure the repayment of any moneys borrowed, raised or owing by mortgage, charge hypothecation, pledge or lien upon all or any of the Company's properties or assets (both present and future) movable and immovable including its uncalled capital upon such terms as the Directors may deem expedient. And also by a similar mortgage, charge or lien or to secure and guarantee the performance by the Company or any other person or Company any obligation undertaken by the Company or any other person or Company as the case may be.
16. To sell or dispose off the undertaking of the Company and all or any of the property or effects of the Company for cash or for stock, shares or securities of any other company or for other consideration as the Company may think fit.
17. To promote and undertake the formation of any institution or Company for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purposes which may seem directly or indirectly calculated to benefit this Company or from any subsidiary company or companies.
18. To amalgamate, enter into partnership or into any arrangement for joint working, sharing or pooling profits, amalgamation, union of interests, cooperation, joint venture, reciprocal concession or otherwise or amalgamate with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which this company is authorised to carry on or engage, in or any business undertaking or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit this Company.
19. To subscribe for, underwrite, purchase, or otherwise acquire, and to hold, dispose off and deal with the shares, stocks, securities, and evidence of indebtedness or the right to participate in profits or other similar documents issued by any Government authority corporation or body, or by any company or body of persons and any options or rights in respect thereof, and to buy and sell foreign exchange.
20. To accumulate funds and to invest or otherwise employ belonging to or with the Company in the purchase or acquisition of any shares, securities or other investments, whatsoever, whether movable or immovable, upon such terms as may be thought proper, and from time to time, to vary all or any such investments in such manner as the Company may think fit.
21. To underwrite, acquire take up and hold any shares, stocks, debentures, debenture stock, bonds, obligations, or securities by original subscription, participation in syndicates, tender, purchase, exchange or 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.
22. To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture-stock, contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, supreme, municipal, local or otherwise or of any person whomsoever, whether incorporated or not incorporated any generally to guarantee or become sureties for the performance of any contracts or obligations.
23. To act as agents of any company or concern and to do and perform all and singular the several duties, services and authorities appertaining so such offices, respectively and to company with and to become bound by all restrictions, limitations and conditions pertaining to such offices

- respectively or imposed by the terms of any agreement or agreements entered into for any of the purpose aforesaid.
24. To employ and pay experts, foreign consultants, engineers etc. in connection with the planning and development of all business connected with the Company's operations.
  25. 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 preference shares or for special dividends or equalising dividends or for any other purpose whatsoever, and to transfer any such funds or part thereof to any of the other funds herein mentioned.
  26. To invest and deal with the funds of the Company not immediately required in any manner from time to time in such assets properties, securities, shares, bullion, spare or investments or otherwise as may from time to time be determined by Directors and sell or vary all such investments and execute all assignments, transfers, receipts, and documents, that may be necessary in that behalf. To make draw, accept, endorse, discount, execute and issue cheques, promissory notes, bills of lading, bills of exchange hundies, warrants, debentures and other negotiable or transferable instruments.
  27. To open current fixed over-draft or other accounts with any Bank Shroff or Merchant and to pay into and to draw moneys from such accounts to pay all the costs, charges and expenses, if any incidental to the promotion, formation, registration and establishment of the Company and the issue of its capital and to remunerate or make donations to (by cash or other assets or by the allotment of fully or partly paid shares or by a call or option on shares, debentures, debenture stock or securities of this or any other company or in any other manner, whether out of the Company's capital or profits or otherwise) any person, persons or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in the conduct of its business or in introducing any property or business to the Company or for any other reason which the Company may think proper.
  28. To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital and to purchase, redeem or pay off any such securities.
  29. To receive grants, loans, advances or other moneys on deposit or otherwise from State or Central Government Bank,s international and national financing institutions and development agencies, companies, trusts or individual with or without allowance of interest thereon.
  30. 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 dealing with the Company, and to guarantee the performance of contracts or obligations and the payment of money of or by any such persons or companies and generally to give guarantees and indemnities.
  31. To establish and maintain agencies in India and elsewhere and to regulate and discontinue the same.
  32. To adopt such means of making known the business of the Company or of any Company in which this Company is interested as may seem expedient, and in particular, by advertising in the press, radio television, and cinemas by circulars, by purchase and exhibition of works or art or interest, by publication of books and periodicals and by establishing competitions and granting prizes, rewards, premia and donations.
  33. To apply the assets of the Company in any way or towards the establishment, maintenance or extension of any association, institution or fund in anyway connected with any particular trade or business or with scientific research, industry or commerce generally and particularly with the business and activities of the Company including any association, institution or fund for the protection of interests of masters, owners and employers against loss by bad debts, strikes, combinations, fire accidents or otherwise.

34. To dedicate, present or otherwise dispose off, either voluntarily with or without consideration 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 trustees for or on behalf of any of the same or of the public.
35. To make donations to such persons or institutions either of cash or any other assets as may be thought directly or indirectly, conducive to any of the Company's objects or otherwise expedient and also to subscribe, contribute or otherwise assist or guarantee money for charitable objects or institutions having scientific religious or benevolent, national cultural, educational object of general public utility.
36. To apply for and take out, purchase or otherwise acquire any trade marks, patents, brevets d'invention, letter of intents, licences, copy-rights, concessions, quo to rights and the like conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated, directly or indirectly to benefit the Company, and to use, carry out, exercise, develop and turn to account the property rights or information so acquired and to grant licences to use the same.
37. To subscribe or contribute or otherwise to assist grant, money to public objects, purpose, fund and institutions and to any other institutions funds or purposes which in the opinion of the Board of Directors are deserving and/or are likely to promote the interests or the business of the Company or to further its objects and/or to charitable and other useful funds whatsoever for any exhibition.
38. To undertake, carry out, promote and sponsor rural development, including any programme for promoting the social and economic welfare of, or the uplift of the public or any rural area and to incur any expenditure on any programme of rural development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner. Without prejudice to the generally of the foregoing, programme of rural development" shall also include any programme for promoting the social and economic welfare of or the uplift of the public in any rural area which the Directors consider it likely to promote and assist rural development, and that the words : "rural area" shall include such areas as may be regarded as rural areas under Section 35CC of the Income-tax Act, 1961, or any other law relating to rural development for the time being in by or as may be regarded by the Directors as rural areas and the Directors may at their discretion in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the Company to or in favour of any Public or Local Body or Authority or Central of State Government or any Public Institutions or Trusts or Funds as the Directors may approve.
39. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging what the Directors may consider to be social and moral responsibilities of the Company to the public or any section of the public as also any activity which the Directors consider likely to promote national welfare or social, economic or moral uplift of the public or any section of the public and in such manner and by such means as the Directors may think fit and the Directors may without prejudice to the generally of the foregoing, undertake, carry out, promote and sponsor any 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 enable them to prosecute their studies or academic pusuits 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 and the Directors may at their discretion in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the Company to or in favour of any public or local Body or Authority or Central or State Government or any Public Institutions or Trusts / Funds as the Directors may approve.

40. To aid pecuniarily or otherwise any association, body or movement having for an object the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.
41. To undertake and execute any trusts, the undertaking where it may seem desirable and whether gratuitously or otherwise.
42. To procure the Company to be recognised in any parts of the world outside India.
43. To provide for the amelioration and welfare of Directors, ex-Directors, or the employees, or ex-employees and their wives, families, dependents or connections of such persons by building or contributing to the building of houses, dwellings or chawls or by grants of money, pensions, allowances, bonuses, or other payments or by creating and from time to time subscribing or contributing to Provident Fund and other Associations, Institutions, Funds, or Trusts and by providing or subscribing or contributing towards places health installations transport, services, markets, shops and store and other assistance as the Company shall think fit.
44. To purchase or acquire secret processes, methods and formulate in connection with any of the objects of the Company and specifications and designs for apparatus and equipments related there to and to pay for the same by the allotment of fully paid shares if the Company or in any way under agreement or agreements for the purposes.
45. To establish, provide, maintain and conduct or otherwise subsidise in India or in any part of the world, educational and training institutions, research, laboratories and experimental workshops for scientific and technical researches, to undertake and carry on scientific and technical researches, experiments and tests of all kinds, to promote studies and researches, both scientific and technical, investigations and inventions by providing, subsidising, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing or contributing to the remuneration of scientific or technical professors or teachers and providing or contributing to the award of scholarships, prizes, grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any business which the company is authorised to carry on and to enter into any arrangements with government or any other party in India or elsewhere for the aforesaid purposes.
46. To obtain technical information, know-how and expert advice of financial accommodation for production, manufacture, or marketing of any product herein before mentioned and to pay or to the order of such firms, company, body, corporate, government authority or persons any fee, royalty, shares, bonus, remuneration, and otherwise recompense them in any other manner for the services rendered by them.
47. To distribute among the members in specie any property of the Company or any proceeds of the sale, disposal or any proceeds of the sale, disposal of any property of the Company but so that no distribution to a reduction of capital be made except with the sanction (if any) for the time being required by law.
48. Subject to provisions of the Companies Act, 1956 to place to reserve or to distribute as dividend or bonus among the members or otherwise to applied, as the Company may from time to time thing fit, any moneys received by way of premium on shares or debentures issued at a premium by the Company and moneys received in respect of dividends accrued on forfeited shares or from on due dividends.
49. To install and work pilot, prototype or semi-commercial scale units or full commercial plant, to develop a particular process, invention or inventions and ensure production from such process, invention or inventions, to sell or otherwise dispose off the products of such inventions on payment or otherwise and generally on such terms and conditions as may be deemed fit.
50. To appropriate, use or layout land belonging to the Company for street, parks, playgrounds, gardens, pleasure grounds, allotments, and other conveniences, and to present any such lands so laid out to the public or to any person or company conditionally or unconditionally as the Company thinks fit.

51. To establish, maintain or operate general educational institutions, schools and colleges and hostels for the benefit of the children of the employees or ex-employees for the Company, their dependents or connections of such persons and other and to make grants and awards and grants scholarship.
52. To establish, maintain and operate technical training institutions and hostels for engineers of all types and all other technical staffs and artisans and mechanics of all types and kinds and accountants and others in India or in any part of the world, to make such other arrangements as may be experience for the training of all category of officers, workers, clerks, storekeepers and other personnel likely to be useful to or assist in any business which the Company is authorised to carry on.
53. To train or to pay for training in India or abroad of any of the Company's employees or any other candidates in the interests and for the furtherance of the Company's objects and business.
54. To agree to refer to arbitration and to refer to arbitrator dispute present or future between the company and any other Company, firm or individual and to submit the same to any arbitrator in India or abroad and either in accordance with Indian or any other foreign system of law.
55. To do all or any of the above things and all such other things as are incidental or as may be thought conducive to the attainment of the above objects or any of them in India or at any other part of the world, either as principals, agents, trustees, contractors or otherwise, and either by or through agents, contractors, trustees or otherwise, and either along or in connection with others.
56. To do all such other things as are incidental or conducive in the opinion of the Board of Directors to the above objects or any other objects.

**C. THE OTHER OBJECTS FOR WHICH THE COMPANY IS ESTABLISHED ARE :**

57. To carry on business as manufacturers, buyers and sellers of and dealers in glass, earthenware, rubber, plastic, paper, paper-boards, metal and wood containers, receptacles and packing accessories of whatsoever description.
57. A To establish, provide or market all or any of the following infrastructure or service namely : Satellite/other links, taking Internet Service Provider (ISP) License or such other license, ecommerce/ web commerce, business, data warehousing, information services business with the help of Internet technology including internet and e-commerce/web commerce products development, training and any other activity related to internet and e-commerce/web commerce, telephone services, cellular telephone services, electronic mail services, net connectivity, Email service, internet access services related services thereof, such as store and forward services, remote host login, electronic mail using TCP/IP, file transfer and information discovery services (indexed file transfer, worldwide web (WWW) on line services such as internet technology, video-telephone or video-conference and electronic communication services, cellular mobile telephone services or basis, telecom services, radio paging services, public mobile radio trunked services, voice mail/audio text services, closed users group domestic, data/voice network VSAT services via satellite systems, ATM-based WANs, digital microwave and wireless systems, videotext services, data communication services, paging services, multimedia services and value added services and value added infotech and cyber services, software development and to do all activities for providing such services like excavation, construction, fabrication, installation commission and testing of equipments, marketing and selling.
58. To act as consulting engineers and to carry on the business of mechanical, metallurgical, mining chemical, electrical & civil engineering including in particular the work of selling, erecting, installing, operating, maintaining and repairing all types of plant, machinery and equipment.
59. To carry on the business of electronics, suppliers of electricity for the purposes of light, heat, motive power or otherwise and manufacturers of and dealers in apparatus and things required for a captive of being used in connection with the generation, distribution, supply accumulation and employment of electricity, galvanism, magnetism or otherwise.
60. To carry on business as timber merchants saw-mill proprietors and timber growers, and to buy,

sell, grow, prepare for market, manipulate, import, export and deal in timber and wood of all kinds, and to manufacture and deal in articles of all kinds, in the manufacture of which timber or wood is used and to buy, clear, plant, and work timber estates.

61. To carry on business as fitters, tool makers, brass and other metal founders, metal workers, moulders, millwrights, rod millers, machinists, wire drawers, tube, pipe and tank manufacturers, smiths, gas makers, welders, electroplaters and the like and in that context to manufacture, buy, sell, exchange, instal, work, alter, improve manipulate, prepare for market, import or export and otherwise deal in all kinds of plant, machinery and equipment, apparatus, tools, utensils, substances, materials and things necessary or convenient therefor.
62. To carry on business as ship-owners and characters, carrier by land, sea and air, wharfingers, warehousemen and bargeowners.
63. To carry on business as printers, lithographers, builders and publisher.
64. To finance, protect and promote industrial activities and to promote such activities with capital credit, means, resources and assistance and to procure collaboration agreements for promotion and development thereof and to render financial assistance in the form of a loan and/or commercial and/or trade projects, plants, work-shops, establishments etc. including rendering of such financial assistance in the State of Gujarat, all or any of which directly or indirectly lends to promote or is calculated to promote the industrialisation and/or development of industry commerce and/or, trade in the State of Gujarat.
65. To buy, sell, manufacture, refine, manipulate, import, export and deal in all substances, apparatus and things capable of being used in any such business as aforesaid, or required by any customers of or persons having dealings with the Company either by wholesale or by retail.
66. To manufacture, produce, prepare, import and export, buy and sell plastics intermediates, raw-materials, conversion machinery and to do research in the development of new products.

**AND it is hereby declared that :**

- (i) The objects incidental or ancillary to the attainment of the main objects of the Company as aforesaid shall also be incidental or ancillary to the attainment of the other objects of the Company here mentioned.
  - (ii) In the Interpretation of this clause the powers conferred on the Company by any paragraph, shall not subject to the provisions of Section 13 of the Act be restricted by reference to any other paragraph or to the name of the Company, or by the juxtaposition of two or more objects, and that, in the event of ambiguity this clause and every paragraph hereof shall be constructed in such a way as to widen, and not to restrict, the powers of the Company and
  - (iii) the word "Company" (save when used with reference to this Company), in this memorandum shall be deemed to include any individual, any partnership or other body or association of persons, whether incorporated, domiciled in India or elsewhere. Provided that notwithstanding anything hereinabove contained, the Company shall not carry on any business falling within the purview of the Banking Companies Act and the Insurance Act.
67. To carry on, Sale, Purchase, Supply, Distribution, Transport, Trading in Natural Gas, CNG, LNG, LPG & other Gaseous form through Pipelines, Trunks/Trains or such other suitable mode for transportation/distribution of Natural Gas, CNG, LNG, LPG & other Gaseous Form.
- IV. The liability of the members is limited.
- V. The authorised Share Capital of the Company is Rs. 3,00,00,00,000 (Rupees Three Hundred Crores only) divided into 3,00,00,00,000 (Three Hundred Crores) Equity Shares of Rs. 1 (Rupees One only) each, with the rights, privileges and condition attaching thereto as may be provided in the Articles of Association of the Company, for the time being, with the power to increase and reduce the capital of the Company and to divide and/or sub-divide the Shares in the Capital for the time being into several classes and to attach thereto respectively such preferential, guaranteed, qualified, or special rights, privileges or conditions in such manner as may for the time being, be provided by the Articles of Association of the Company but subject always to the provision of the Companies Act, 1956 including amendments thereto from time to time.

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

| Sr. No. | Names, Addresses, Descriptions, Occupation and Signature of the Subscribers   | Number of Equity shares taken by each subscriber | Name, Address, Description and Occupation of the Common witness   |
|---------|---|--|---|
| 1.      | <b>P. V. Swaminathan</b><br>Son of N. Venkataraman<br>E. I. Samarpan, Govt. Flats,<br>Ellisbridge, Ahmedabad-6.<br>Govt. Service Sd/-   | 1<br>(One)                                       |   |
| 2.      | <b>Sayamal Ghosh</b><br>Son of Late Brajagopal Ghosh<br>G-240, Sector 19, Gandhinagar.<br>Govt. Service Sd/-  | 1<br>(One)                                       |   |
| 3.      | <b>Bakulchandra</b><br>Son of Anantanand Pandit<br>Sector 20, 11/3-G-I, Gandhinagar.<br>Govt. Service Sd/-  | 1<br>(One)                                       | I Remain Witness to all the Above Signature   |
| 4.      | <b>Dr. Palavajhala Vankata Krishna</b><br>Son of Late Kameshwara Rao<br>A-6, Govt. Officers Quarters,<br>L. D. Engg. College Campus,<br>Ahmedabad-380015.<br>Govt. Service Sd/- | 1<br>(One)                                       | <b>Kiritkumar Trivedi</b><br>Son of Jamnashanker Trivedi<br>5, Pushpanath Society,<br>Opp. Muzeum, Paldi,<br>Ahmedabad-380007.<br>Company Secretary<br>Sd/- |
| 5.      | <b>Ghanshyamray</b><br>Son of Late Govindram Dave<br>A-3, Govt. Officers Quarters,<br>L. D. Engg. College Campus,<br>Ahmedabad-380015.<br>Govt. Service Sd/-                    | 1<br>(One)                                       |   |
| 6.      | <b>Chandravadan Parikh</b><br>Son of Late Govindlal Parikh<br>Sector-20, 16/5,<br>Gandhinagar-382020.<br>Govt. Service Sd/-   | 1<br>(One)                                       |   |
| 7.      | <b>Kesharsingh</b><br>Son of Bhavansingh Vihol<br>Block No. Ch/118/5, Sector-22,<br>Gandhinagar.<br>Govt. Service Sd/-  | 1<br>(One)                                       |   |
|         | TOTAL   | 7<br>(Seven)                                     |   |

Dated this 24th day of January, 1979

**THE COMPANIES ACT, 1956  
COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION  
OF  
GUJARAT STATE PETROLEUM CORPORATION LIMITED**

**Table A to apply**

1. The regulations contained in Table A, in Schedule 1 to the Companies Act, 1956, shall apply to the Company except in so far as the same are expressly or impliedly excluded or inapplicable to the Company by the regulations contained herein or by any special resolution of the Company or otherwise.
2. **Express exclusion and modifications**
  - [a] Regulations No. 9(2), 24, 64, 65, 66 and 80 shall not apply to the Company.
  - [b] Regulation No. 16 shall apply with the substitution of the word 'eighteen' for the word 'five' in sub-clause (1).

**SHARES**

3. The Authorised Share Capital of the Company shall be as per paragraph V of the Memorandum of Association of the Company with powers to increase or reduce the Share Capital and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential or such other rights, privileges or conditions as may be determined in accordance with the regulations of the Company and to vary, modify, abrogate any such rights, privileges or conditions in such manner as may be provided by regulations of the Company and consolidate or subdivide the shares and issue share of higher or lower denomination.
  4. The Company may in accordance with the provisions of Section 208 of the Companies Act, 1956, pay interest on the capital.
  5. Notwithstanding anything contained in these Articles, but subject to provisions of Section 77 A and 77 B of the Act, the company may buy back its own shares or other specified securities in accordance with the rules prescribed by the Central Government and/or by Securities and Exchange Board of India in this behalf.
- Preference Shares**
6. Subject to the provisions of Section 80 of the Act and other applicable provisions of the Act, any preference shares may be issued by the Company on the term that they are, or at the option of the Company or the holder(s) of the concerned preference shares are liable to be redeemed or converted on such terms and in such manner as the Board or the Company by special resolution may determine.

**7. Shares at the disposal of the Directors**

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

**Further Issue of Shares**

8. (1) Where at any time after the expiry of two years from the formation of the company or at any time after the expiry of one year from the allotment of shares in the company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the company by allotment of further shares then:
- (a) Such further shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the company, in proportion, as nearly as circumstances admit, to the capital paid-up on those shares at that date ;
  - (b) The offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time not being less than thirty days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined;
  - (c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub-clause (b) shall contain a statement of this right;
  - (d) After the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner as they think most beneficial to the company.
- (2) Notwithstanding anything contained in sub-clause (1) the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of sub-clause (1) hereof) in any manner whatsoever.
- (a) If a special resolution to that effect is passed by the company in general meeting, or
  - (b) Where no such resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in that general meeting (including the casting vote, if any, of the Chairman) by members who, being entitled so to do, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied; on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the company.
- (3) Nothing in sub-clause (c) of (1) hereof shall be deemed:
- (a) To extend the time within which the offer should be accepted; or
  - (b) To authorize any person to exercise the right of renunciation for a second time, on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
- (4) Nothing in this Article shall apply to the increase of the subscribed capital of the company caused by the exercise of an option attached to the debentures issued by the company.

- (i) To convert such debentures or loans into shares in the company; or
- (ii) To subscribe for shares in the company

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

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

**8A Payment in anticipation of call may carry interest**

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

The provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the company.

**8B Allotment otherwise than for cash**

Subject to the provisions of the Act and these Articles, the Board may allot and issue shares in the capital of the Company otherwise than for cash including, without limitation, as payment or part payment for any property sold or goods transferred or machinery supplied or for services rendered to the Company or as sweat equity or otherwise and any shares which may be so allotted may be issued as fully paid up or partly paid up and if so issued shall be deemed to be fully paid up shares or partly paid up shares.

**8C Payment of installments**

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.

**8D Dematerialization of Shares**

The provisions of this Article shall apply notwithstanding anything to the contrary contained in any other Articles.

- a) The Company shall be entitled to dematerialize securities and to offer securities in a dematerialized form pursuant to the Depositories Act, 1996.
- b) Every holder of or subscriber to securities of the Company shall have the option to receive certificates for such securities or to hold the securities with a Depository. Such a person who is the beneficial owner of the securities can at any time opt out of a Depository, if permitted by law, in respect of any securities in the manner provided by the Depositories Act, 1996 and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificates for the securities. If a person opts to hold his securities with the Depository, the Company shall intimate such Depository the details of allotment of the securities, and on receipt of the information, the Depository shall enter in its record the name of the allottee as the beneficial owner of the securities.

- c) All securities held by a Depository shall be dematerialized and be in fungible form.
- d) (i) Notwithstanding anything to the contrary contained in the Companies Act or these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of securities of the Company on behalf of the beneficial owner.
- (ii) Save as required by Applicable Law, the Depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.
- (iii) Every Person holding securities of the Company and whose name is entered as the beneficial owner of securities in the record of the Depository shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of the securities which are held by a Depository and shall be deemed to be a Member of the Company.
- e) Notwithstanding anything contained in the Companies Act or these Articles to the contrary, where securities of the Company are held in a Depository, the records of the beneficiary ownership may be served by such Depository on the Company by means of electronic mode or by delivery of floppies or discs.
- f) Nothing contained in Section 108 of the Companies Act or these Articles, shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a Depository.
- g) Notwithstanding anything contained in the Companies Act or these Articles, where securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such securities.
- h) Nothing contained in the Companies Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a Depository.
- i) The register of Members and index of beneficial owners maintained by a Depository under the Depositories Act, 1996 shall be deemed to be the register and index of Members and security holders for the purposes of these Articles.

#### **Joint Holders**

- 8E The Company shall be entitled to decline to register more than three persons as the joint holders of any shares.

#### **All calls to be paid**

- 8F. No shareholder shall be entitled to receive any dividend or exercise any privilege as a shareholder until he shall have paid all calls for the time being, due and payable on every share held by him, whether alone or jointly with any person, together with interest and expenses, if any.

### **LIEN**

#### **Company's lien on Shares / Debentures**

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

### **CERTIFICATES**

#### **Limitation of time for issue of certificates**

- 9A. Every member shall be entitled, without payment to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the directors so

approve (upon paying such fee as the Directors may from time to time determine ) to several certificates, each for one or more of such shares and the company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within two months of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificates of shares shall be under the seal of the company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the directors may prescribe and approve, provided that in respect of a share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one or several joint holders shall be a sufficient delivery to all such holder.

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

- 9B. If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new Certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. Every certificate under the article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs.2/- for each certificate) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

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

The provision of this Article shall mutatis mutandis apply to debentures of the company.

**TRANSFER OF SHARES**

**Directors may refuse to register transfer**

10. Subject to the provisions of Section 111A of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse whether in pursuance of any power of the company under these Articles or otherwise to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of a Member in or debentures of the Company. The Company shall within one month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal. Provided that the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except where the Company has a lien on shares.
11. Nothing in Sections 108, 109 and 110 of the Act shall prejudice this power to refuse to register the transfer of or the transmission by operation of law of the right to any shares or interest of a member in, share or debentures of the Company.

**Instrument of transfer**

- 11A. The instrument of transfer shall be in writing and all provisions of Section 108 of the Companies Act, 1956 and statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.

**No fee on transfer or transmission**

- 11B. No fee shall be charged for registration of transfers, transmission, probate, succession certificate and Letters of administration, Certificate of Death or Marriage, Power of Attorney or similar other documents.

## SURRENDER OF SHARES

### Surrender of Shares

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

## COMPANY NOT TO RECOGNISE TRUST

- 12A. Except as required by law, no person shall be recognized 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, recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Articles 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.

## BORROWING POWERS

### Powers to Borrow

13. Subject of the provisions of Sections 58A, 292 and 293 of the Act and of these Articles, the Board of Directors may from time to time at its discretion by a resolution passed at a meeting of the Board accept deposits from members either in advance of calls or otherwise and generally accept deposits, raise loans or borrow or secure the payment of any sum or sums of money for the purpose of the Company from any source. PROVIDED HOWEVER where the moneys to be borrowed together with the money already borrowed including acceptance of deposits (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the paid up capital of the Company and its free reserves (not being reserves set apart for any specific purpose) the Board of Directors shall not borrow such moneys without the sanction of the Company in general meeting. No debt incurred by the Company in the excess of the limit imposed by this article shall be valid or effectual unless the lender proves that he advanced the loan in good faith and without knowledge that the limit imposed by this Article had been so exceeded.

### The payment or repayment of moneys borrowed

14. The payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board of Directors may think fit, and in particular, in pursuance of a resolution passed at meeting of the Board (and not by Circular Resolution) by the issue of debentures or debenture stock of the Company, charged upon all or any part of the Company (both present and future), including its uncalled capital for the time being, and the debentures and the debenture stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued

### Terms of issue of debentures

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

### Mortgage of uncalled capital

16. If any uncalled capital of the Company is included in or charged by any mortgage or other security, the directors may, 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.

## DIRECTORS

### 17. Number of Directors

- (a) Until otherwise determined in a General Meeting of the Company and subject to the provisions of Section 252 and other relevant provisions of the Act, the number of Directors shall not be less than three and not more than fifteen including Government Director,

if any, but excluding debenture Director, if any corporation Director, if any, two thirds of whom shall be liable to retire by rotation.

PROVIDED that so long as the Company remains a wholly Government owned Company, the Government of Gujarat shall have the right to appoint/nominate, or retire the director(s)/ Board of the company at any time and from time to time.

(b) The following persons shall be the first Directors of the Company.

1. SHRI H. K. L. CAPOOR
2. SHRI G. C. BAVERA
3. SHRI S. M. GHOSH
4. SHRI M. G. SHAH
5. SHRI S. D. MEHTA

**Chairman**

18. So long as the Government of Gujarat and/or its nominees are holding not less than 26 percent of shares in the equity share capital of the company either directly or indirectly the Chairman of the Board of Directors shall be nominated by the Government of Gujarat from time to time.

**Government Directors**

19. Subject to the provisions of the Act and Articles 20, 21 and 22 of Articles of Association so long as Government of Gujarat and/or its nominee are holding not less than 26% share in the equity share capital of the Company, either directly or indirectly the Government of Gujarat shall be entitled to nominate and appoint upto one-third of the Directors (who are herein, referred to as "Government Directors") on the Board of Directors of the Company, who shall be permanent Directors. Each such Director shall not be liable to retire by rotation or be removed by the Company, each such Directors shall hold office until he is either removed from the office or another is nominated and appointed in his place by the Govt. of Gujarat, or until he vacated the office by resignation or otherwise. The remaining Directors shall be appointed as per the provisions of the Act and these Articles.

**Debenture Directors**

20. Any Trust Deed for securing debentures or debenture stock may if so agreed provide for the appointment, from time to time, by the Trustees thereof or by the holders of debentures or debenture stock, of some person to be a Director of the Company and may empower such Trustees or holder of debentures or debenture stock, from time to time, to remove and re-appoint any Director so appointed. The Director appointed under this article is herein referred to as "Debenture Director" and the term "Debenture Director" means the Director for the time being in office under this article. The Debenture Director shall not be liable to retire by rotation or be removed by the Company. The Trust Deed may contain such ancillary provision as may be agreed between the Company and the Trustees and all such provisions shall have effect notwithstanding any of the other provisions herein contained.

**Corporation Directors**

21. Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to the Industrial Development Bank of India (IDBI), Industrial Finance Corporation of India Limited (IFCI), The Industrial Credit and Investment Corporation of India Limited (ICICI), Life Insurance Corporation of India (LIC), Gujarat Industrial Investment Corporation Limited (GIIC), Gujarat State Financial Corporation Limited (GSFC), and Unit Trust of India (UTI) or to any other Finance Corporation or Credit Corporation or to any other Financing Company or Body or any Bank out of any loans granted by them to the Company or so long as IDBI, IFCI, ICICI, LIC, GIIC, GSFC, HPE and UTI or any other Financing Company or Body or any Bank (each of which IDBI, IFCI, ICICI, LIC, GIIC, GSFC and UTI or any other Finance Corporation or Credit Corporation or any other Financing Company or Body or any Bank is hereinafter in this article referred to as "The Corporation") continue to hold debentures in the Company by direct subscription or private placement, or so long as the Corporation holds

shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time any person or persons as a Director or Directors, whole time or non whole time, (which Director or Directors is/are hereinafter referred to as "Nominee Director/ s") on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place/s.

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

The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or so long as the Corporation holds Debentures in the Company as a result of direct subscription or private placement or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or the liability of the Company arising out of any Guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office immediately the moneys owing by the Company to the Corporation is paid off or on the Corporation ceasing to hold Debentures/Shares in the Company or on the satisfaction of the liability of the Company arising out of any Guarantee furnished by the Corporation.

The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and/or the Meetings of the Committee of which the Nominee Director/s is/are members as also the minutes of such meetings. The Corporation shall also be entitled to receive all such notices and minutes.

The Company shall pay to the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled, but if any other fees, commission monies or remuneration in any form is payable to the Directors of the Company, the fees, commission, monies and remuneration in relation to such Nominee Director/s shall accrue to the Corporation and same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Corporation or as the case may be to such Nominee Director/s.

PROVIDED THAT if any such Nominee Director/s is an Officer of the Corporation the sitting fees, in relation to such Nominee Director/s shall also accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation.

PROVIDED FURTHER that if such Nominee Director/s is an officer of the Reserve Bank of India, the sitting fees in relation to such Nominee Director/s shall also accrue to IDBI and the same shall accordingly be paid by the Company directly to IDBI.

#### **Limit on number of non-rotational Directors**

22. The provisions of Articles 19, 20 and 21 are subject to the provisions of Section 255 of the Act and the number of such Directors appointed under Articles 19, 20 and 21 excluding the Directors appointed by financial institutions for which special provisions have been made in the respective laws relating to such institutions shall not exceed in the aggregate one third of the total number of Directors for the time being in office. The remaining Directors shall be appointed by the Company in General Meeting. The provisions of this article shall not apply so long as the Company is wholly owned Government Company.

#### **23. Appointment of alternate Director**

- [A] The Board may appoint an Alternate Director to act for a Director (hereinafter called "The Original Director") during absence of the original Director from the State of Gujarat for a period of not less than 3 months. Every such Alternate Director shall subject to his giving to

the Company an address in India at which notice may be served on him, be entitled to notice of meeting of Directors and to attend and vote as a Director and be counted for the purpose of a quorum and generally at such meeting to have and exercise all the powers and duties and authorities of the original Director. The Alternate Director appointed under this article shall vacate office as and when the original Director returns to the State of Gujarat. If the term of office of the original Director is determined before he returns to the State of Gujarat any provision in the Act or in these Articles for the automatic re-appointment of retiring Director in default of another appointment shall apply to the original Director and not to the Alternate Director.

#### **Additional Director**

- [B] Subject to the provisions of section 260 of the Act, the Directors shall also have power at any time and from time to time to appoint any qualified person to be a Director as an addition to the Board but so that the total number of Directors shall not at any time exceed the maximum fixed. Any person so appointed as an addition to the Board shall retain his office only upto the date of the next annual general meeting but shall be eligible for election at such meeting.

#### **Director may fill vacancies**

24. The Directors shall have power at any time and from time to time to appoint any qualified person to be a Director to fill a casual vacancy. Such casual vacancy shall be filled by the Board of Directors at a meeting of the Board. Any person so appointed shall retain his office only upto the date upto which the Director in whose place he is appointed would have held office, if it had not been vacated as aforesaid but he shall then be eligible for re-election.

#### **Share qualification of Directors**

25. A Director shall not be required to hold any qualification shares.

#### **Sitting fees / Remuneration to Directors**

26. The Company shall pay sitting fees to Directors for attending the meeting of Board of Directors or Committee of Directors, as may be decided by the Board from time to time, not exceeding the limits specified under the Companies Act, 1956. The remuneration of Directors for his services shall be such sum as may be fixed by the Board of Directors. The Directors subject to the sanction of the Central Government (if any required) may be paid such further remuneration 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 Board may from time to time determine, and in default of such determination shall be divided among the Directors equally. Provided that if a Member of Parliament or a Member of Legislative Assembly is a Director, he shall not be entitled to any such remuneration or further remuneration.

#### **Extra remuneration to Directors for special Services**

27. Subject to the provisions of Sections 198, 309, 310 and 314 of the Act, if any Director being willing shall be called upon to perform extra services (which expression shall include work done by a Director as a member of any Committee formed by the Directors or in relation to signing share certificates) or to make special exertion in going or residing out of his usual place of residence or otherwise for any of the purpose of the Company, the Company shall remunerate the Director so doing either by a fixed sum or otherwise as may be determined by the Directors, and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided. Provided that if a Member of Parliament or a Member of Legislative Assembly is a Director, he shall not be entitled to any such remuneration.

#### **Traveling expenses incurred by Directors on Company's business**

28. The Board of Directors may subject to the limitations provided by the Act allow and pay to any Director who attends a meeting of a place other than his usual place of residence for the purpose of attending a meeting, such sum as the Board may consider fair compensation for traveling, hotel and other incidental expenses properly incurred by him, in addition to his fee for attending such meeting as above specified. Provided that such payments payable to a Director who is a Member of Parliament or a Member of Legislative Assembly shall not be higher than the amount of traveling allowance, daily allowance and any other compensatory allowance, if any, payable to him as such a Member of Parliament or as a Member of Legislative Assembly as the case may be.

**Directors may act notwithstanding vacancy**

29. The continuing Directors may act notwithstanding any vacancy in their body, but if and as long as their number is reduced below the quorum fixed by these Articles for a meeting of the Board of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that fixed for the quorum or for summoning a general meeting of the Company, but for no other purpose.

**Resignation of Directors**

30. A Director may at any time give a notice in writing of his wish to resign by delivering such notice to the Secretary or leaving the same at the registered office of the Company; and there upon his office shall be vacated.

**Directors may contract with Company**

31. Subject to compliance with the provisions of Sections 297, 299, 300 and 314 of the Act and save as therein provided no Director shall be disqualified by his office from holding any office or place of profit under the Company or under any Company in which this Company shall be a shareholder or otherwise interested, or from contracting with the Company either as vendor, purchaser, agent, broker or otherwise, nor shall any such contract or any arrangement entered into by or on behalf of the Company in which any Director shall be in anyway interested be avoided, nor shall any Director be liable to account to the Company for profit arising from any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established.

**POWERS OF THE BOARD**

**Powers of Directors**

32. The business of the Company shall be managed by the Board who may exercise all such powers of the Company and do all such acts and things as are not by the Act, or any other Act or by the Memorandum or by the Articles of Company required to be exercised by the Company in general meeting, subject nevertheless to these Articles and to the provisions of the Act, or any other Act and to such regulations (being not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in general meeting but no regulations made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

**Powers of Board which are exercisable only at a meeting**

33. Under Section 292 the following powers of the company should be exercised not by a resolution by circulation but at a meeting of the directors :
- (a) To make calls on shares,
  - (b) To issue debentures,
  - (c) To borrow money otherwise than on debentures,
  - (d) To invest the funds of the company, and
  - (e) To make loans.

**Certain powers of the Board**

34. Without prejudice to the general powers conferred by the last preceding article and so as not in any way to limit or restrict those powers and without prejudice to the last preceding article it is hereby declared that the Directors shall have the following powers that is to say, power.
- (1) to pay the costs, charges and expenses preliminary and incidental to the formulation, promotion, establishment and registration of the Company;
  - (2) to pay and charge to the capital account of the Company any commission or interest, lawfully payable thereout under the provisions of Sections 76 and 208 of the Act;
  - (3) subject to Sections 292 and 297 for the Act to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at or for such price or consideration and generally on such terms and conditions as they may

think fit and in any such purchase or other acquisition accept such title as the Directors may believe or may be advised to be reasonably satisfactory;

- (4) at their discretion and subject to the provisions of the Act to pay for any property rights or privileges by or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures, mortgages or other securities of the Company, and any such shares may be issued either as fully paid up thereon as may be agreed upon and any such bonds, debentures, mortgages or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
- (5) to secure the fulfillment of any contracts or engagement entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit;
- (6) 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;
- (7) to appoint any person 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;
- (8) to institute, conduct, defend, compound or abandon any legal proceeding by or against the Company or its officer, or otherwise concerning the affairs of the Company and also to compound and/or allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company and to refer any difference to arbitration either according to Indian Law or according to foreign Law and either in India or abroad and observe and perform or challenge any award made therein;
- (9) to act on behalf of the Company in all matters relating to bankrupts and insolvents;
- (10) to make and give receipts, release and other discharge for moneys payable to the Company and for the claims and demands of the Company;
- (11) subject to the provisions of Sections 292, 293(1), 295, 372A of the Act to invest and deal with any moneys of the Company not immediately required for the purpose thereof, upon such security (not being the shares of this Company) or without security and in such manner as they may think fit, and from time to time to vary or realise such investments. Save as provided in Section 49 of the Act, all investments shall be made and held in the Company's own name;
- (12) to execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of the Company, such mortgage of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and other powers, provisions, covenants and agreements as shall be agreed upon;
- (13) to determine from time to time who shall be entitled to sign, on Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividends, warrants, release, contracts and documents and to give the necessary authority for such purpose;
- (14) to distribute by way of bonus amongst the staff of the Company a share or shares in the profits of the Company and to any officer or other person employed by the Company a commission on the profits of any particular business or transaction, and to charge such bonus or commission as part of working expenses of the Company.
- (15) to provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and wives, widows and families of the dependents or connections of such persons, by building or contributing to the building of house dwellings or chawls or by grants of money, pensions, gratuities, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds or trusts, and by providing or subscribing or contributing towards places of instruc-

tions and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit, and subject to the provisions of the Section 293(1)(e) of the Act to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company, either by reasons of locality of operation or of public and general utility or otherwise;

- (16) before recommending any dividend, subject to the provisions of Section 205 of the Act to set aside out of the profits of the Company such sums as they may think proper for depreciation or the depreciation fund, or to insurance fund, or as a reserve fund or sinking fund or any special fund to meet contingencies or to repay debentures or debenture stock or for special dividends or for equalising dividends or for repairing improving, extending and maintaining any of the properties of the Company and for such other purposes (including the purposes referred to in the preceding clauses) as the Board may, in their absolute discretion think conducive to the interest of the Company, and subject to Section 292 of the Act, to invest the several sums so set aside or so much thereof as required to be invested, upon such investments (other than share of this Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manners and for such purposes as the Board in their absolute discretion think conducive to the interest of the Company notwithstanding that the matters to which the Board apply or upon which they expend the same or any part thereof may be matters to or upon which the capital moneys of the Company rightly be applied or expended, and to divide the reserve fund into such special funds as the Board may think fit, with full power to transfer the whole or any portion of a reserve fund or division of a Reserve Fund to another Reserve Fund and/or division of a reserve fund and with full power to employ the assets constituting all or any of the above funds including the depreciation fund, in the business or debenture stock and that without being bound to pay interest on the same with power however to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper not exceeding nine per cent per annum.
- (17) to appoint, and at their discretion remove or suspend such general manager, managers, secretaries, assistants, supervisors, scientists, technicians engineers, consultants, legal, medical or economic advisers, research workers labourers, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties, and to fix their salaries, or emoluments or remuneration, and to require security in such instances and to such amounts as they may think fit, and also from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit, and the provision contained in the next following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause.
- (18) to comply with the requirement of any local law which in their opinion it shall in the interest of the Company be necessary or expedient to comply with;
- (19) from time to time and at any time to establish any local Board for managing any of the affairs of the Company in any personified locality in India or elsewhere and to appoint any person to be members of such local Boards, and to fix their remuneration;
- (20) subject to Section 292 of the Act, from time to time and at any time to delegate to any persons so appointed any of the powers, authorities and discretions for the time being vested in the Board, other than their power to make calls or to make loans or borrow moneys, and to authorize the member for the time being of any such Local Board or any of them to fill up any vacancies therein and to act notwithstanding vacancies and such appointment or delegation may be made on such terms subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed and may annul or vary any such delegation;
- (21) at any time from time to time by Power of Attorney under the seal of the Company, to

appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretions not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in their limits authorised by the Board the power to make loans and subject to such conditions as the Board may from time to time think fit, and any such appointments may (if the board thinks fit) be made in favour of the members or any of the members of any local board established as aforesaid or in favour of any Company, or the shareholders, Directors, nominees or managers, of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such powers of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegated attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them;

- (22) subject to Sections 294, 294A, 297 & 300 of the Act, for or in relation to any of the matters aforesaid or otherwise for all or any purposes of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts and do all such deeds and things in the name and on behalf of the Company as they may consider expedient;
- (23) from time to time to make, vary and repeal bye-laws for the regulation of the business of the Company, its officers and servants.

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

35. A Director may be, or become a Director of any Company promoted by the Company in which it may be interested as a Vendor, share-holder, or otherwise and no such Director shall be accountable for any benefits received as director or shareholder of such Company except in so far as Section 309 (6) or Section 314 of the Act may be applicable.

**Rotation of Directors**

36. Subject to the provisions of Section 256 of the Act and Articles 19, 20, 21, 23 and 42 at every Annual General Meeting of the Company, not less than 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 multiple of three the number nearest to one third shall retire from the office. The Government Directors, debenture Directors, the Corporation Directors and Managing Directors, or whole time Directors, if any, shall not be subject to retirement under this article and shall not be taken into account in determining the number of directors to retire by rotation.

**Right of State Government to appoint etc. the Directors**

37. Notwithstanding anything contained in Articles of the company the Government of Gujarat shall have the right to appoint, nominate, remove or retire any Directors Board of the Company at any time and from time to time so long as the entire share capital of the Company is held by State Government or Central Government or by both.

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

38. The Directors to retire by rotation under Article 36 at every annual general meeting shall be those who have been longest in office since their last appointment but as between those who become directors on the same day those who are to retire shall in default of and subject to any agreement amongst themselves, be determined by lot.

**Eligibility for re-election**

39. A retiring Director shall be eligible for re-election

**Disclosure by Director of appointment to any other body corporate**

40. Every Director (including a person deemed to be a Director of the Company by virtue of the Explanation to Sub-section (1) of Section 303 of the Act) Managing Director, Manager or Secretary of the Company who is Managing Director, Manager or secretary of any other body corporate shall within thirty days, of his appointment to such office or as the case may be relinquishment of such office, disclose to the Company the particulars relating to the office in the other body corporate which are required to be specified under sub-section (1) of Section 303 of the Act.

- Disclosure by Directors of their holdings of shares and debentures of the Company
41. Every Director and every person deemed to be Director of the Company by virtue of sub-section (10) of Section 307 of the Act shall give notice to the Company of such matters relating to himself as may be necessary for the purpose of enabling the Company to comply with the provisions of that section. Any such notice shall be given in writing and if it is not given at a meeting of the Board the person giving the notice shall take all reasonable steps to secure that it is brought up and read at the first meeting of the Board next after it is given.

#### **MANAGING DIRECTOR**

##### **Appointment of Managing Director**

42. Subject to the provisions of Section 269 and other related provisions of the Companies Act 1956, the Managing Director shall be appointed by the Government and he shall be one of the Directors to be nominated by the Government.

##### **Retirement of Managing/Whole time Director(s)**

43. Subject to the provisions of the Act and these Articles, the Managing Director or the whole time Director shall not while he continues to hold that office be subject to retirement by rotation under Article 36 but he shall subject to the provisions of any contract between him and the Company, be subject to the same provisions pertaining to resignation and removal of Directors as applicable to the other Directors of the Company and he shall ipso facto and immediately cease to be a Managing Director or whole time Director if he ceases to hold the office of Director due to any cause provided that if at any time the number of Directors (including Managing Director or whole time Director) as are not subject to retirement by rotation shall exceed 1/3 of the total number of the Directors for the time being then such of the Managing Directors or whole time Directors or two or more of them as the Directors may from time to time determine shall be liable to retirement by rotation in accordance with Article 36 to the extent that the number of Directors not liable to retirement by rotation shall not exceed one-third of the total number of Directors for the time being.

##### **Remuneration etc. of Managing Director/Chairman**

44. The term and remuneration of the Managing Director shall from time to time be determined by Government. Provided that the term and remuneration fixed by Government shall constitute and be binding as a contract between him and the Company.

##### **Powers and duties of Managing and/or Whole Time Directors**

45. Subject to the superintendence, control and direction of the Board the day to day management of the Company shall be in the hands of the Managing Director(s) and/or whole time Director(s) if any, with Power to the Board to distribute such day to day management functions among such Director(s) in any manner as deemed fit by the Board and subject to the provisions of the Act and these Articles the Board may by resolution vest any such Managing Director or Managing Directors or Whole Time Director or Whole Time Directors such of the power vested in the Board generally as it thinks fit and such powers may be made exercisable for such period or periods and upon such conditions and subject to such restrictions as it may determine and they may subject to the provisions of the Act and these Articles confer such power either collaterally with or to the exclusion of or in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

##### **Right of Government of Gujarat**

46. Notwithstanding anything contained in any of these Articles, the Government of Gujarat, may from time to time, issue such directions or instructions as it may consider necessary in regard to the finance and business affairs of the Company, and in like manner may vary and annul any such directions or instructions. The Company and its Directors shall duly comply with and give immediate effect to the directions or instructions so issued. In particular, the Government of Gujarat shall have powers.

- (a) to call for such returns, accounts and other information with respect to property and activities of the Company as may be required from time to time;
- (b) to approve the Company's Five Year and Annual Plan's of Development and the Capital Budget;

- (c) to approve appointments, extensions in service and re-employment in the higher categories of posts in a grade of Rs. 2,500/- and above of those who have already attained the age of 58 years, whether they be from private or public sector.

#### MEETINGS

##### No Quorum – Adjournment of meeting

- 47A. If within thirty minutes from the time appointed for the meeting, the quorum required be not present, the meeting, if convened upon a requisition of shareholders, shall stand dissolved and in any other case, it shall stand adjourned to the same time and place on the same day in the next week or to such other day and at such other time and place as the Board may determine. If, at such adjourned meeting, no such quorum be present within thirty minutes of the time appointed for the meeting, the shareholders present shall constitute the quorum and may transact the business for which the meeting was called.

##### Who may be present at meetings

- 47B. Shareholders, Directors, auditors of the Company and the Secretary shall be entitled, and any other person may, with the permission of the Chairman and/ or Managing Director, be allowed to be present at a general meeting of the Company. A shareholder before taking his seat shall sign his name in the book provided for the purpose.

##### Decision of Majority

- 47C. Every question submitted to a general meeting shall be decided by a majority of the votes cast at the meeting (whether by a show of hands or on a poll, as the case may be) unless specified majority is required by any law or under these Articles, provided that if a fraction appears, when determining the specified majority, it shall be omitted.

##### Directors to sign names

- 47D. Every Director present at any meeting of the Board or of a Committee thereof shall sign his name in a book kept for that purpose.

#### BOARD MEETINGS

##### Consequence of absence of Quorum

- 47E. If a meeting of the Board ("First Meeting") cannot be held for the want of quorum then a fresh meeting ("Following Meeting") of the Board shall be called in the manner mentioned in these Articles. Provided that, notwithstanding the other provisions of these Articles, such Following Meeting of the Board may be called within 48 hours of the First Meeting. If the Following Meeting is called with less than seven days notice of the meeting, then no matter which was not on the agenda of the First Meeting, shall be considered or discussed at the Following Meeting.

##### Ordinary Meetings

- 47F. The Board shall meet at least once in every three calendar months and the gap between any two meetings shall not be more than four months.

##### Urgent and Emergency Meetings

- 47G. In case of urgency, an urgent meeting may be called within one hour's notice. In case of an urgent or emergency meeting, the notice shall state the nature of the urgency or the emergency and the business to be transacted at the meeting and no other business shall be transacted at such meeting.

##### Business when not to be stated

- 47H. Notwithstanding anything contained in these Articles, when the Chairman or the Managing Director is of the opinion that the matter is confidential or of a nature not advisable to disclose, he may direct that the notice calling such a meeting, shall not state the business and/ or the urgency or emergency of the meeting.

##### Quorum

- 47I. Unless otherwise specially provided, the quorum of the Board shall be two Directors or one-third of the total strength (which shall, for the purposes of these Articles, be determined in the manner mentioned in Article 47J of these Articles) of the Board, whichever is higher, present and attending the meeting of the Board. If a fraction appears when determining the quorum, such fraction shall be omitted.

**Interested Director not to be included in Quorum**

- 47J. An interested Director shall not be included while counting the quorum prescribed under these Articles for dealing with the question in which the Director is interested. Further, any such interested Director shall not be included while determining the total strength of the Board in connection with dealing with the question in which the Director is interested.

**Resolution by Circular**

- 47K. A resolution in writing passed by circulation approved by a majority of the total strength of the Board without meeting of the Board or Committee of the Board thereof shall be as valid and effective as if it had been passed at a meeting of the Board or committee thereof duly called.

**Proceedings**

- 47L. The Board shall, unless otherwise provided, regulate and determine the manner and form in which its proceedings shall be conducted. Except as otherwise specifically provided in these Articles, it may, with the consent of the chairman of the meeting, consider and take action upon any matter at any ordinary or urgent or emergency meeting even though such matter has not been referred to in the notice of such meeting.

**Minutes**

- 47M. Minutes of the proceedings of the Board shall be maintained by the Secretary under the authority of the Managing Director and such minutes shall be approved and signed by the Chairman of the same or next meeting.

**Proceedings of the Committee**

- 47N. The meetings and proceedings of any Committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as the same are applicable thereto and are not superseded by any regulations made by the Board in relation to such Committee.

**SECRETARY**

**Secretary**

47. The Directors may from time to time appoint and at their discretion remove any individual, possessing the qualifications prescribed under the Act (hereinafter called 'the Secretary') to perform any functions, which by the Act are to be performed by the Secretary and to execute any other 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.

**THE SEAL**

**The Seal, its custody and use**

48. (1) The Board of 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 Board shall provide for the safe custody, of the Seal for the time being, under such regulations as the Board may prescribe.
- (2) The Seal shall not be affixed to any instrument except by the authority of the Board of Directors or a Committee of the Board previously given and in the presence of at least one Director of the Company and the Secretary of the Company or such other person as the Board may appoint in that behalf who both shall sign every instrument to which the seal is affixed, Provided that the certificates of shares or debentures shall be sealed in the manner and in conformity with the provisions of the Companies (Issue of share Certificates) Rules, 1960, and their statutory modifications for the time being in force.

**DIVIDENDS**

**Dividend to be paid within thirty days**

- 49A.(1) The Company shall pay the dividend or send the warrant in respect thereof to the shareholder entitled to the payment of dividend, within thirty days from the date of the declaration unless:

- (a) where the dividend could not be paid by reason of the operation of any law;

- (b) where a shareholder has given directions regarding the payment of the dividend and those directions cannot be complied with;
  - (c) where there is a dispute regarding the right to receive the dividend;
  - (d) where the dividend has been lawfully adjusted by the Company against any sum due to it from the shareholder, or
  - (e) where for any other reason, the failure to pay the dividend or to post the warrant within the period aforesaid was not due to any default on the part of the Company.
- (2) (a) *Unpaid or unclaimed dividends* - Where the Company has declared a dividend which has not been paid or claimed within 30 days from the date of the declaration, transfer the total amount of dividend which remains unpaid or unclaimed within the said period of 30 days to a special account to be opened by the Company in that behalf in any Scheduled Bank to be called "GUJARAT STATE PETROLEUM CORPORATION LIMITED - Unpaid Dividend Account".
- (b) Any money transferred to the unpaid dividend account of the Company in pursuance of Sub-Clause (2) (a) hereof which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the Investor Education and Protection Fund of the Central Government created pursuant to section 205C of the Companies Act, 1956.
  - (c) Dividends unclaimed until transferred to the unpaid dividend account of the Company pursuant sub-clause (2)(a) hereof may be invested or otherwise used by the Board of Directors for the benefit of the Company until claimed, or so transferred
  - (d) No unclaimed or unpaid dividend shall be forfeited by the Board.

**No interest on dividends**

49B. No unpaid dividend shall bear interest as against the Company.

**Dividend and call together**

49C. Any general meeting declaring a dividend may, on the recommendations of the Directors, make a call on the members of such amount as the meeting fixes but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and members, be set off against the calls.

**Interim Dividend**

49. The Board of Directors may from time to time, pay to the members such interim dividends as in their judgment the position of the Company justifies.

**State Government to direct audit by the comptroller and Auditor General of India or its nominee**

50. (1) So long as the Company is a Government Company within the meaning of Section 617 of the Act the Comptroller and Auditor General shall have powers -

- (a) to direct the manner in which the Company's accounts shall be audited by the auditor or auditors appointed in pursuance of Articles hereof and to give such auditor or auditors instruction in regard to any matter relating to the performance of his/their functions as such;
  - (b) to conduct a supplementary or test audit of the Company's accounts by such person or persons as he may authorise in this behalf and for the purposes of such audit to have access, at all reasonable time, to all accounts, Accounts Books, Vouchers, Documents and other papers of the Company and to require information or additional information to be furnished to any person or persons so authorised, on such matters by such persons and in such form as the Comptroller and Auditor General may, by general or special order, direct.
- (2) The Auditor or Auditors aforesaid shall submit a copy of his/their audit report to the comptroller and Auditor General of India who shall have the right to comment upon or supplement the audit report in such manner as he may think fit. Any such comments upon or supplement to the audit report shall be placed before the Annual General Meeting of the Company at the same time and in the same manner as the audit report.

## WINDING UP

### Distribution of Assets

51. 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 the 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 a 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 up, the excess shall be distributed amongst the members in proportion to the capital paid up 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 the shares issued upon special terms and conditions.

### Distribution in specie or kind

52. (1) If the Company shall be wound up, whether voluntarily or otherwise, the liquidator 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 contributions of any of them, as the Liquidator, with such sanction, shall think fit.
- (2) 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 contributories (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given 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 the contributories shall be determined upon, any contributory who would be prejudiced thereby shall have right to dissent and ancillary rights as if such determination were a special resolution passed pursuant to Section 494 of the Act.
- (3) 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 special resolution by notice in writing direct the Liquidator to sell his proportion and pay him the net proceeds and the Liquidator shall if practicable act accordingly.

### Right of Shareholders in case of sale

53. 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 Liquidator 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.

## INDEMNITY

### Directors' and others' rights to indemnity

54. Subject to provisions of Section 201 of the Act, every Director, or Officer or Servant of the Company or any person (whether an officer of the Company or not) employed by the Company as auditor shall be indemnified by the Company and it shall be the duty of the Directors; out of the funds of the Company, to pay all costs charges, losses and damages which any such person may incur or become liable to by reason of any contract entered into or act or thing done, concurred in, committed to be done by him in any way in or about the execution or discharge of his duties or supposed duties (except such if any as he shall incur or sustain through or by his own wrongful act, neglect or default) including expenses and in particular and so as not to limit the generality of the foregoing provisions against all liabilities incurred by him as such Director, Officer or Auditor or other officer of the Company in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted to him by the Court.

- SECRET**
- Director/Officer not responsible for acts of others**
55. Subject in the provisions of Section 201 of the Act, no Director, Auditor or other Officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through insufficiency or deficiency of title to any property acquired by order of Directors for or on behalf of the Company or for insufficiency or deficiency of any security in or on upon which any of the moneys of the Company shall be invested or for any loss or damages arising from insolvency or tortious act of any person, firm or company to or with whom any moneys, securities or effects shall be entrusted or deposited or any loss occasioned by any error of judgement, omission, default or oversight on his part or for any other loss, damage, or misfortune whatsoever which shall happen in relation to the execution of the duties of the office or in relation thereto unless the same shall happen through his own dishonesty.

**SECURITY CLAUSE**

- Secrecy clause**
56. Every Director, Manager, Auditor, Treasurer, Trustee, Member of a Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the Company shall, if so required, by the Directors before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions, in these presents contained.
- No member to enter the premises of the Company without permission**
57. No member or other person (not being a Director) shall be entitled to visit or inspect any property or premises of the Company without the permission of the Directors or Managing Director or to require discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process, or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the Director, it would be inexpedient in the interest of the Company to disclose.
- Exemption from provisions of the Companies Act**
58. Notwithstanding anything contained in the foregoing Articles the Company will be entitled to avail of so long as it is a Government Company and/ or wholly Government owned Company all the exemptions granted or declared by the Central Government from the various provisions of the Act from time to time.

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

| Sr. No. | Names, Addresses, Descriptions, Occupation and Signature of the Subscribers  | Number of Equity shares taken by each subscriber | Name, Address, Description and Occupation of the Common witness  |
|---------|--|--|--|
| 1.      | <b>P. V. Swaminathan</b><br>Son of N. Venkataraman<br>E. I. Samarpan, Govt. Flats,<br>Ellisbridge, Ahmedabad-6.<br><br>Govt. Service Sd/-  | 1<br>(One)                                       |  |
| 2.      | <b>Sayamal Ghosh</b><br>Son of Late Brajagopal Ghosh<br>G-240, Sector 19, Gandhinagar.<br><br>Govt. Service Sd/-   | 1<br>(One)                                       |  |
| 3.      | <b>Bakulchandra</b><br>Son of Anantanand Pandit<br>Sector 20, 11/3-G-I, Gandhinagar.<br><br>Govt. Service Sd/-   | 1<br>(One)                                       |  |
| 4.      | <b>Dr. Palavajjhala Vankata Krishna</b><br>Son of Late Kameshwara Rao<br>A-6, Govt. Officers Quarters,<br>L. D. Engg. College Campus,<br>Ahmedabad-380015.<br><br>Govt. Service Sd/- | 1<br>(One)                                       | I Remain Witness to<br>all the Above Signature<br><br><b>Kiritkumar Trivedi</b><br>Son of Jamnashanker Trivedi<br>5, Pushpanath Society,<br>Opp. Muzeum, Paldi,<br>Ahmedabad-380007. |
| 5.      | <b>Ghanshyamray</b><br>Son of Late Govindram Dave<br>A-3, Govt. Officers Quarters,<br>L. D. Engg. College Campus,<br>Ahmedabad-380015.<br><br>Govt. Service Sd/-                     | 1<br>(One)                                       | Company Secretary<br>Sd/-  |
| 6.      | <b>Chandravadan Parikh</b><br>Son of Late Govindlal Parikh<br>Sector-20, 16/5,<br>Gandhinagar-382020.<br><br>Govt. Service Sd/-  | 1<br>(One)                                       |  |
| 7.      | <b>Kesharsingh</b><br>Son of Bhavansingh Vihol<br>Block No. Ch/118/5, Sector-22,<br>Gandhinagar.<br><br>Govt. Service Sd/-   | 1<br>(One)                                       |  |
|         | TOTAL  | 7<br>(Seven)                                     |  |

Dated this 24th day of January, 1979

**rajesh sivadasan**

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**From:** Snehal Modi <snehal@gspc.in>  
**Sent:** 23 June 2024 20:45  
**To:** rajesh sivadasan  
**Subject:** MoA & AoA - GSPCL  
**Attachments:** MOA and AOA of GSPCL.pdf

**Chairman**

18. So long as the Government of Gujarat and/or its nominees are holding not less than 26 percent of shares in the equity share capital of the company either directly or indirectly the Chairman of the Board of Directors shall be nominated by the Government of Gujarat from time to time.

**Government Directors**

19. Subject to the provisions of the Act and Articles 20, 21 and 22 of Articles of Association so long as Government of Gujarat and/or its nominee are holding not less than 26% share in the equity share capital of the Company, either directly or indirectly the Government of Gujarat shall be entitled to nominate and appoint upto one-third of the Directors (who are herein, referred to as "Government Directors") on the Board of Directors of the Company, who shall be permanent Directors. Each such Director shall not be liable to retire by rotation or be removed by the Company, each such Directors shall hold office until he is either removed from the office or another is nominated and appointed in his place by the Govt. of Gujarat, or until he vacated the office by resignation or otherwise. The remaining Directors shall be appointed as per the provisions of the Act and these Articles.

(A) Single cell and multi cell products from hydrocarbons.

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

16. To sell or dispose off the undertaking of the Company and all or any of the property of the Company for cash or for stock, shares or securities of any other company in consideration as the Company may think fit.
18. To amalgamate, enter into partnership or into any arrangement for joint work or pooling profits, amalgamation, union of interests, cooperation, joint venture, reciprocal or otherwise or amalgamate with any person or company carrying on or engaged in any business or transaction which this company is authorized to carry on or engage in or any business undertaking or transaction which may seem to be carried on or conducted so as directly or indirectly to benefit this Company.
56. To do all such other things as are incidental or conducive in the opinion of the Directors to the above objects or any other objects.

## 7. Shares at the disposal of the Directors

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

## Powers of Directors

32. The business of the Company shall be managed by the Board who shall exercise the powers of the Company and do all such acts and things as are not by law prohibited or by the Memorandum or by the Articles of Company required to be done or in general meeting, subject nevertheless to these Articles and to the provisions of any other Act and to such regulations (being not inconsistent with the provisions) as may be prescribed by the Company in general meeting. Any act done by the Company in general meeting shall invalidate any prior act of the Company if that regulation had not been made.

General and may from time to time revoke, withdraw, alter or vary all or any of the

## Right of Government of Gujarat

46. Notwithstanding anything contained in any of these Articles, the Government of Gujarat may from time to time, issue such directions or instructions as it may consider necessary in the interest of the public, and in like manner issue such directions or instructions. The Company and its Directors shall give effect to such directions or instructions so issued. In particular, the Government of Gujarat shall have powers.

**rajesh sivadasan**

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**From:** Snehal Modi <snehal@gspc.in>  
**Sent:** 23 June 2024 20:10  
**To:** rajesh sivadasan  
**Subject:** MoA & AoA - GGL  
**Attachments:** MOA-AOA-GGL.pdf

## **Extract of MoA & AoA**

### **Right of Government of Gujarat**

52. In case the Company becomes a Government Company, the Government of Gujarat, may from time to time, issue such directions or instructions as it may consider necessary in regard to the finance and business affairs of the Company, and in like manner may vary and annual any such directions or instructions. The Company and its Directors shall duly comply with and give immediate effect to the directions or instructions so issued:

### **POWERS OF THE BOARD**

51. The business of the Company shall be managed by the Board who may exercise all such powers of the company and do all such acts and things as are not by the Act, or any other Act or by the Memorandum or by the Articles of company required to be exercised by the company in general meeting, subject nevertheless to these Articles and to the provisions of the Act, or any other Act and to such regulations (being not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the company in general meeting but no regulations made by the company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

### **Chairman**

23. So long as the Government of Gujarat and/or GSPC Gas Limited and/or their respective nominees are holding not less than 26 percent of shares in the equity share capital of the company either directly or indirectly, the chairman of the Board of Directors shall be nominated/appointed by the Government of Gujarat and/or GSPC Gas Limited and/or their respective nominees, from time to time.

### **Government Directors**

24. Subject to the provisions of the Act and the Articles of Association so long as Government of Gujarat and/or GSPC Gas Limited and /or their respective nominees are holding not less than 26 per cent of shares in the equity share capital of the Company either directly or indirectly, the Government of Gujarat and/or GSPC Gas Limited, shall be entitled to nominate and appoint upto one-third of the Directors (including the Chairman of the Board of Directors) (who are herein, referred to as "Government Directors") on the Board of Directors of the Company, who shall be permanent Directors. Each such Director shall not be liable to retire by rotation or be removed by the Company. Each such Director shall hold office until he is either removed from the office or another is nominated and appointed in his place by the Govt. of Gujarat and/or GSPC Gas Limited and/or their respective nominees, or until he vacates the office by resignation or otherwise. The remaining Directors shall be appointed as per the provisions of the Act and these Articles.

- B. THE OBJECTS ANCILLARY OR INCIDENTAL TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:

of minerals belonging to the company or in which the company may be interested.

7. To carry on all kinds of exploration business and in particular to search for, prospect, examine and explore mine and ground supposed to contain minerals, or precious stones or to search for and obtain information with regard to mines, mining claims, mining districts and localities, and to purchase or otherwise acquire and to sell, dispose off and deal with mines and mining rights and property supposed to contain minerals or precious stones of all kinds, and undertakings connected therewith and to buy, sell, dress, refine, manipulate, prepare for the market and deal in minerals of all kinds.
28. To acquire and undertake the whole or any part of the business property and liabilities of any person or company carrying on or proposing to carry on any business which the company is authorized to carry on or possessed of property suitable for the purpose of this Company or which can be carried on in conjunction therewith or which is capable of being so conducted as to directly or indirectly benefit the Company.
38. To establish subsidiaries, companies, amalgamate with, or enter into partnership or any arrangement for sharing profits, union of interest, joint venture, reciprocal concessions or co-operation with, any person or company carrying on, engaged in proposing to carry on or engage in, any business or transaction which the Company is authorized to carry on or engaging or which is capable of being conducted so directly or indirectly to benefit the Company, and to take or otherwise acquire and hold shares, stock, securities, obligations or other interests in any such person or company and to subsidize or otherwise assist any such persons or company.
45. To issue or allot fully or partly paid shares in the capital of the company in part payment of any movable or immovable property purchased or otherwise acquired by the Company or any services rendered to the Company.
5. To identify and evaluate various opportunities for participating in bids or examinations possibilities of acquisition of interests in oil/gas production and exploration areas in India and abroad, together with other partner(s) who may be Indian / overseas having similar experience.
10. Any other opportunity, which may be of strategic interest to the Company in the sector, would be explored and examined jointly as and when required.

#### **Allotment otherwise than cash**

11. Subject to the provision of the Act and these Articles, the Board may allot and issue shares in the capital of the company otherwise than cash including, without limitation, as part payment for the property sold or goods transferred or machinery supplied or services rendered to the company or as sweat equity or otherwise and any shares so allotted may be issued as fully paid up or partly paid up and if so issued shall be deemed to be fully paid up shares or partly paid up shares.

Company No. 04-35188

**CERTIFICATE FOR COMMENCEMENT OF BUSINESS**

Pursuant of Section 149(3) of the Companies Act, 1956

*I hereby certify that the*  
**GUJARAT STATE PETRONET LIMITED** *which*  
*was incorporated under the Companies Act, 1956, on*  
*the **Twentythird** day of **December, 1998** and which*  
*has this day filed a duly verified declaration in the*  
*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.*

*Given under my hand at **AHMEDABAD** this*  
**07/04/1999.**



Sd/-  
**[B. C. MEENA]**  
Asstt. Registrar of Companies  
GUJARAT  
Dadra & Nagar Haveli



FORM IR

## CERTIFICATE OF INCORPORATION

No. 04-35188 of 1998-99

*I hereby certify that*

***GUJARAT STATE PETRONET LIMITED*** is this day incorporated under the Companies Act, 1956 (No.1 of 1956) and that the Company is Limited.

*Given under my hand at AHMEDABAD this TWENTYTHIRD day of DECEMBER, One Thousand Nine Hundred NINTEY EIGHT.*



Sd/-  
**[BRIJ KISHORE]**  
Registrar of Companies  
**GUJARAT**  
Dadra & Nagar Haveli

**THE COMPANIES ACT, 1956**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**GUJARAT STATE PETRONET LIMITED**

- I. The Name of the Company is “**GUJARAT STATE PETRONET LIMITED**”
  - II. The Registered Office of the Company will be situated in the “State of Gujarat.
  - iiiL The Objects for which the Company is established are :
- [A] THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**
1. To procure, transport, distribute, process, import, export, convert, buy, acquire, store, sell and dispose of all types of natural gas, gaseous fuels, naphtha, crude, Coal Bed Methane, chemicals, heavy chemicals, acids, alkalies, agro chemicals, explosives and their by products, derivatives and mixtures thereof and distribution of all form of conventional and non conventional type of fuels including gaseous fuel and products derived from natural gas for domestic, industrial, agriculture, lighting, heating or any purpose through underground and surface pipeline and maintaining and rendering assistance and services of all and every kind of description for selling, distributing, converting, exchanging, altering, improving whether required for domestic, civil, commercial, agricultural, industrial or military purpose and requirements.
  2. To lay, design, develop, construct, fabricate, install and maintain gas processing/liquefaction/regasification plants, metering station/compressing facility, distribution centres, installation including gas terminals, gas storages, machinery apparatus, pipes, valves, fittings, meters and allied accessories necessary and useful for transportation, distribution, storage of gas in any form or other materials as mentioned in (1) above.
  3. To act as technical advisors, consultants for undertaking pre-feasibility/market survey, techno economics feasibility reports, detailed project reports, basic know how, design, detailed, engineering including engineering procurement, construction, testing, revamping, design, development, fabrication, installation, maintaining gas processing/liquefaction/regasification plants, distribution centres, gas terminals, gas storages.
  4. To encourage public and private partnership in setting up and operating pipeline projects.
  5. To generate, accumulate, transmit, distribute, purchase, sell and supply electricity power or any other energy from the conventional/non conventional (e.g. fuel / electricity / hydro / thermal / wind /solar /tidal /bio mass etc.) energy sources for captive use or on a commercial basis to consumers and others or to any State Electricity Board and agency/agencies in the line of activity of energy generation, transmission and distribution and to construct, lay down, establish, acquire, operate and maintain power/energy generating stations, including building, structures, works, machineries, equipment, cables and to undertake or to carry on the business of managing, owing, controlling, erecting, commissioning, operating, running leasing or transferring to third person/s power plants and plants based on conventional or non-conventional energy sources.

**B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF MAIN OBJECTS ARE :**

1. To acquire real or leasehold estate and to purchase, lease or otherwise acquire or provide in any place in which any part of the business of the Company may from time to time be carried on, all such offices, warehouses, workshops, buildings, houses for employees and directors, machineries, engines, plants and appliances as may be considered requisite for the purpose of carrying on the business of the Company or any part thereof.
2. To form, constitute, float, lend money to assist and control similar associations or undertakings whatsoever.
3. To promote, subsidize and assist companies, syndicates and partnerships of all kind in any manner as may be thought fit in connection with any of the above objects of the Company.
4. To hold, use, work, manage, improve, carry on, develop the undertaking, lands and movable estate or property and assets of any kind of the Company or any part thereof.
5. To dispose of any property of the Company either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as may be thought fit and to accept payment or satisfaction for the same in cash or otherwise.
6. To subscribe for, take or otherwise acquire and hold shares, stocks, debentures or other securities of any other Company having objects altogether or in part similar to those of the Company or carrying on any business capable of being conducted so as directly to benefit the Company.
7. To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national, public, or any other useful institutions in their objects or purposes or for any exhibitions but not for political objects.
8. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give or procure the giving of donation, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any Company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are/were at any Director or officers of the Company or of any such other company as aforesaid and the wives, widows, families and dependants of any such persons and also to establish and subsidise and subscribe to any institutions, associations, club or funds calculated to be for the benefit of or to advance the interest and well-being of the Company or of any such other company as aforesaid and make payment to or towards the insurance of any such persons as aforesaid and to any matters aforesaid either alone or in conjunction with any such other company as aforesaid.
9. To provide for the welfare of Directors, employees, or ex-employees of the Company and the wives, widows and families of the dependants or connections of such persons by building or contributing for the building, houses, dwelling or quarters, or by grants of money, pensions, gratuities, allowance, bonus, profit sharing bonus or benefits or other payments or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds, profit sharing or other scheme or trust and by providing or subscribing, or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendants and other assistance as the Company shall think fit.
10. To establish, provide, maintain and conduct or otherwise subsidize educational and training institutions, research and development centers, laboratories and experimental workshop for scientific and technical research and experiments and undertake and carry on with all scientific and technical research experiments and tests of all kinds and to promote studies and research both scientific and technical investigation and invention by providing subsidising or assisting laboratories workshops, libraries, lectures, meeting and conferences and by providing the remunerations of scientific or technical professor or teachers and by providing for the award or exhibition, scholarship prizes and grants to students or otherwise and generally to encourage promote and reward studies, researches, investigation, experiment, tests and invention of any kind that may be considered likely to assist any of the business which the Company is authorized to carry on.
11. To appoint any Directors or Managers of any subsidiary company or of any other company in which this Company is or may be interested.

12. To aid pecuniarily or otherwise, any association, body or movement having similar object, the solution, settlement or labour problems or the promotion of industry or trade.
13. To acquire and undertake all or any part of the business property and liabilities of any person, company carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purpose of the Company which can be capable of being conducted so as directly to benefit the Company and to subsidise or assist any such persons or company financially or otherwise.
14. To vest any movable or immovable property rights or interests acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
15. 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 dealing with Company and to guarantee the performance of any contract or obligation and the payment of money to any such person or companies and generally to give guarantee and indemnities.
16. To guarantee the payment of money secured or unsecured by or payable under in respect of promissory notes, bonds, debentures, debenture-stock, contracts, mortgages, charges, obligations, instruments, of any person whatsoever, whether incorporated or not and generally to guarantee or become surety for the performance of any contracts or obligations.
17. To undertake and execute any trust, the undertaking of which may seem to the Company desirable either gratuitously or otherwise.
18. To carry on business or branch of a business which this Company is authorised to carry on by means or through the agency of any subsidiary or other companies and to enter into any arrangement with such subsidiary Company for taking the profits and bearing the loss at any business or branch so carried on, or for financing any such business or branch so guaranteeing its liabilities or to make any other arrangements which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily to close any such branch or business.
19. To pay all preliminary expenses of any company promoted by the Company or any company in which this Company is or may contemplate being interested including in such preliminary expenses all or any part of the cost and expenses of owners of any business or property acquired by the Company.
20. To procure the incorporation, registration or other recognition of the Company in any country, state or place outside India and to establish and maintain local registers and branch places of business in any part of the world subject to law in force.
21. To create any depreciation fund, reserve fund, sinking fund, insurance fund, educational fund or any other special fund or reserves whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company or for redemption of debentures or redeemable preference shares or for any other purposes conducive to the interest of the Company.
22. Subject to the provisions of the Companies Act, 1956, to place, to reserve or to distribute as dividends or bonus share among the members or otherwise to apply any money received by way of premium on shares or debentures issued at a premium by the Company and any money received in respect of dividends accrued on or arising from the sale of forfeited shares.
23. To establish, promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly, calculated to benefit the Company and to place or guarantee the placing of subscribed for or otherwise acquired all or any part of the shares, business capable of being conducted so as directly or indirectly to benefit the Company.
24. To pay out of the funds of the Company all costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and the issue of its capital including any undertaking or other commissions, broker's fees and charges in connection

therewith and to remuneration (by cash or other assets or by the allotment of fully or partly paid shares) or by a call or option on shares, debentures, debenture-stocks, or securities of this or any other company or in any other manner whether out of the Company's capital or profits or otherwise to any person or persons for services rendered in introducing any property or business to the Company, in placing or assisting to place or guaranteeing the subscription of any shares, debentures, debenture-stocks or other securities of the Company as the directors may think proper.

25. To draw, make, accept, endorse, discount, issue, negotiate, assign and otherwise deal with cheques, drafts, bills of exchange, promissory notes, hundies, debentures, bonds, bills of lading, railway receipts, warrants and all other negotiable or transferable instruments.
26. To insure with any other company or person against losses, damages, risks and liabilities of all kinds which may affect this Company.
27. To open account or accounts with any firm or Company or with any bank or banks or bankers or shroffs to pay into, withdraw money from such account or accounts.
28. To apply for, tender, purchase or otherwise acquire any contracts, sub-contracts, licences and concessions for or in relation to the objects or business herein mentioned or any of them and to undertake, execute, carry out, dispose of or otherwise turn to account the same.
29. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertakings having similar objects and generally of any assets, property or rights.
30. To take part in the management, supervision and control of the business or operation of any company or undertaking having similar objects and for that purpose to appoint and remunerate any directors, trustees, accountants or other experts.
31. Subject to the provisions of the Act, to pay for any properties, rights or privileges acquired by the Company either in shares of the Company or partly in shares and partly in cash or otherwise.
32. To amalgamate, enter into partnership or into any arrangement for sharing or pooling of profits, amalgamation, union of interest, cooperation, joint venture, reciprocal concession or otherwise with any person, firm or company carrying on or engaged in or about to carry on any business or transaction which may seem capable of being carried on or conducted so as, directly or indirectly to benefit the Company.
33. To lend, invest or otherwise employ or deal with money belonging to or entrusted to the Company in securities and shares or other movable or immovable property or without security upon such terms and in such manner as may be thought proper from time to time, to vary such transactions and investments in such manner as the Directors may think fit subject to the provisions of the Companies Act, 1956.
34. To purchase or otherwise acquire, protect, prolong and renew any patents, rights, inventions, licences, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account the same and to grant licence or privileges in respect of the same.
35. To pay or satisfy the consideration for any property, rights, shares, securities or assets whatsoever which the Company is authorised to purchase, or otherwise acquire either by payment in cash or by the issue of shares, or other securities of the Company, or in such other manner as the Company may agree to, partly in one mode and partly in another.
36. To search for and to purchase, protect, prolong, renew or otherwise acquire from any Government, State or Authority, any patents, protections, licences, concessions, grants, decrees, rights, powers and privileges whatsoever which may seem to the Company capable of being turned to account, to work develop, carry out, exercise and turn to account the same.
37. To furtherance of the aforesaid objects of the Company.

- [a] to enter into negotiations with and enter into arrangements and contracts and conclude the same with foreign and/or Indian parties and other persons for obtaining by grant, licence, and/or on other terms, formulate and other rights and benefits, and to obtain technical and engineering information, assistance and service know-how and expert advice for installation of plant and machinery, production and manufacture of any products, and
  - [b] to pay for technical know-how, technical and engineering assistance and information and/or service rights or privileges acquired by the Company either in shares of the Company or partly in cash or otherwise,
  - [c] to pay to promoters such remuneration and fees and otherwise recompensate them for their time and for the service rendered by them.
38. To do above things as may be incidental or conducive to the attainment of above objects, as principals and as or through agents, brokers, trustees, contractors, either alone or in partnership or in conjunction with others.
39. Subject to the provisions of Sections 58 A of the Companies Act, 1956 and the rules made thereunder and the directives of the Reserve Bank of India, to borrow or raise or secure the payments of money or to receive money on deposit at interest for any of the purpose of the Company and at such time and from time to time and in such manner as may be thought fit and in particular by the issue of debenture or debenture-stocks, convertible into shares of this or any other company or perpetual annuities and as security for any such money so borrowed, raised or received or for any such debentures or debenture-stocks so issued to mortgage, pledge or charge the whole or any part of the property, assets, or revenue and profits of the Company present or future including its uncalled capital by special assignments or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other powers as may seem expedient and to purchase, redeem or pay off any such securities and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company as the case may be, provided that the Company shall not carry on banking business as defined in the Banking Regulation Act, 1949.
40. To enter into any agreements and to take all necessary or proper steps with Governments or with other authorities imperial, supreme, national, local, municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of carrying out the objects of the Company directly or indirectly or effecting any modifications in the constitution of the Company or furthering interests of its members and to oppose any such steps taken by any other Company, firm or person which may be considered likely directly or indirectly to prejudice the interest of the Company or its members and to promote or assist the promotion, whether directly or indirectly of any legislation which may appear to be in the interests of the Company and to oppose and resist, whether directly or indirectly, any legislation which may seem disadvantageous to the Company.
41. To apply for, promote and obtain any Act of Parliament or legislature, charter, privilege, concession, licence or authorisation of Government, State or Municipality, provisional order or licence of the Board of Trade or other authority for enabling the Company to carry out any of the objects into effect or for extending any of the powers of the Company for effecting any modification of the constitution of the Company for any other purpose which may seem calculated, directly or indirectly to prejudice the interests of the Company.
42. To make and/or receive donations, gifts or income to or from such persons, institution or trusts and in such cases and whether of cash or any other assets as may be thought directly or indirectly to benefit the Company or any of the objects of the Company and also to remunerate any person or corporation introducing or assisting in any manner the business of the Company.
43. To establish and support or aid in the establishment of and support associations, institutions, companies, societies, funds, trusts and conveniences for the benefit of the employees or ex-employees or of persons having dealing with the Company or the dependents, relatives or connections of such persons and in particular friendly or other benefit societies and to grant pensions, allowances and bonuses either by way of annual payments or by way of lumpsum and

to make payments towards insurance and to form contribute to provident and benefit funds, or to such persons.

44. To indemnify members, officers, directors, agents and employees of the Company against proceedings, cost, damages, claims and demands in respect of anything done or ordered to be done by them for and in the interest of the Company or any loss, damage or misfortune whatsoever which shall happen in the execution of the duties of their offices or in relation thereto.
  45. To establish agencies in India and elsewhere for sale and purchase to regulate and discontinue the same subject to law in force.
  46. Subject to the provisions of the Act, the company shall have power to borrow any sum or sums of money for the purpose of the company such terms and conditions and from such person or persons, firms, bank or any financial, industrial, institutions or any government or semi-government corporation as the company may deem fit.
  47. To establish, provide and/or market and give on hire all or any of the following infrastructure or service namely : Laying of optical fibre Cable Network, Internet Service Provider (ISP) License, ISP Backbone services for transferring Bandwidth from one place to another telecommunication and information services with or without the help of internet technology including telephone services, cellular telephone services, electronic mail services, net connectivity, E-mail service, internet access services, on line services such as internet technology, video-conferencing, electronic communication services, cellular mobile telephone services or basic telecom services, data communication services and value added infotech, cyber and telecommunication services.
  48. To carry on all kinds of exploration business, and in particular to search for prospect, examine and explore mines and ground supposed to contain minerals or precious stones, and to search for and obtain information in regard to mines, mining claims, mining districts and localities and to purchase or otherwise acquire and to sell, dispose off and deal with mines and mining rights and property supposed to contain minerals or precious stones of all kinds and undertakings connected therewith and to work, exercise, develop and turn to account mines, and mining rights and any undertakings connected therewith and to buy, sell, dress, refine, manipulate, prepare for the market and deal in minerals of all kinds.
  49. To carry on any other business (manufacturing or otherwise) which may in the opinion of the Board of Directors capable of being conveniently carried on in connection with above objects or any other objects calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights."
- IV. The liability of the members is limited.
- V. The Authorised Share Capital of the Company is Rs. 700,00,00,000/- [Rupees Seven Hundred Crore only] divided into 70,00,00,000 [Seventy Crores] Equity Shares of Rs.10/- [Rupees Ten only] each.

We, the several persons whose names and addresses are subscribed hereto, 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.

| Sr. No. | Names, Addresses, descriptions, Occupation and Signature of Subscribers  | Number of Equity shares taken by each Subscriber | Name, Address Description and Occupation of the Common witness  |
|---------|--|--|---|
| 1.      | <b>Rajesh R. Shah</b><br>S/o. Shri Rameshchandra D. Shah<br>"NITI", Beside Girl's High School,<br>Bhairavnath Road, Maninagar,<br>Ahmedabad-380008<br><br>Service Sd/-                       | 10<br>(Ten)                                      | Common Witness to<br>All Subscribers<br><br><b>Ashwin Shah</b><br>S/o. Amrutlal D. Shah<br>22, Dolly Complex,<br>Stadium Circle,<br>Navrangpura,<br>Ahmedabad-380009.<br><br>Company Secretary<br>CP No. 1640<br>Sd/- |
| 2.      | <b>M. Y. Farooqui</b><br>S/o. Shri M. Haroon Farooqui<br>A-4, Divyabhoomi Society,<br>Near Vallabh Park Society, 'D' Cabin,<br>Sabarmati, Ahmedabad-380019<br><br>Service Sd/-               | 10<br>(Ten)                                      |   |
| 3.      | <b>K. Prakash</b><br>S/o. Shri T. K. Kochu Pillai<br>F-602, "SHABRI", Nehru Park,<br>Vastrapur, Ahmedabad-380015<br><br>Service Sd/-   | 10<br>(Ten)                                      |   |
| 4.      | <b>Murali D. Golani</b><br>S/o. Shri Deomal Golani<br>C-62, Om Towers, Shahibaug,<br>Ahmedabad-380004<br><br>Service Sd/-  | 10<br>(Ten)                                      |   |
| 5.      | <b>Kirit M. Shah</b><br>S/o. Shri Mukundlal M. Shah<br>Plot No. 205/1, Sector-1B,<br>Gandhinagar-382009<br><br>Service Sd/-  | 10<br>(Ten)                                      |   |
| 6.      | <b>Sanjay Gupta</b><br>S/o. Shri Raghunath Prasad Gupta<br>G-11, Sector-9, Gandhinagar-382009<br><br>Service Sd/-  | 10<br>(Ten)                                      |   |
| 7.      | <b>Gujarat State Petroleum Corporation Limited</b><br>Block No. 15, 2nd Floor,<br>Udyog Bhavan, Sector-11,<br>Gandhinagar - 382 011<br><br>Business Sd/-<br>(Sanjay Gupta) Managing Director | 10<br>(Ten)                                      |   |
|         | TOTAL  | 70<br>(Seventy)                                  |   |

Place : **GANDHINAGAR**

Dated this 9<sup>th</sup> day of **December, 1998**

**ARTICLES OF ASSOCIATION**  
**OF**  
**GUJARAT STATE PETRONET LIMITED**

**TABLE 'A' EXCLUDED**

**Table 'A' not to apply**

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

**INTERPRETATION**

**Interpretation**

2. In the interpretation of these Articles the following expression shall have the following meanings, unless repugnant to the subject or context.

**The Act**

"The Act" – means the Companies Act, 1956 (Central Act 1 of 1956) or any statutory modification or re-enactment thereof for the time being in force.

**Auditors**

"Auditors" – means and includes the persons appointed as such for the time being of the Company.

**Board of Directors**

"Board or Board of Directors" – means a meeting of the Directors or a Committee thereof duly called and constituted, or as the case may be, the Directors assembled at a Board or the requisite number of Directors entitled to pass a Circular Resolution in accordance with these Articles, or acting by Circular Resolution under the Articles.

**Bye-Laws**

"Bye-laws" – means the Bye-laws which may be made by the Board of Directors of the Company under these Articles and which may for the time being be in force.

**Capital**

"Capital" – means the capital for the time being raised for the purpose of the Company.

**Chairman**

“The Chairman” – means the Chairman of the Board of Directors for the time being of the Company.

**The Company or this Company**

“The Company” or “This Company” – means GUJARAT STATE PETRONET LIMITED.

**Debenture**

“Debenture” – includes Debenture stock.

**Directors**

“Directors” – means the Directors for the time being of the Company or as the case may be, the Directors assembled at a Board, or acting under a Circular Resolution under the Articles.

**Dividend**

“Dividend” – includes bonus.

**Documents**

“Documents” – includes summons, notices, requisitions, other legal processes and registers, whether issued, sent or kept in pursuance of this or any other Act or otherwise.

**Executors or Administrators**

“Executor” or “Administrator” – means a person who has obtained probate or letter of administration, as the case may be, from a competent Court.

**In writing and Written**

“In Writing” and “Written” – include printing, lithography and other modes of representing or reproducing words in a visible form, including telex and telegram.

**Marginal notes**

The marginal notes hereto shall not affect the construction hereof.

**Members**

“Members” – means the duly registered holders from time to time of the shares of the Company and includes the subscribers to the Memorandum of the Company.

**General Meeting**

“General Meeting” – means a general meeting of the members.

**Annual General Meeting**

“Annual General Meeting” – means a general meeting of the members held in accordance with the provisions of Section 166 of the Act

**Extraordinary General Meeting**

“Extra-ordinary General Meeting” – means an extra ordinary general meeting of the members duly called and constituted and any adjourned holding thereof.

**Month**

“Month” – means a calendar month.

**Office**

“Office” – means the registered office for the time being of the Company.

**Ordinary Resolution**

“Ordinary Resolution” shall have the meaning assigned to it by Section 189 of the Act.

**Paid-up**

“Paid-up” includes credited as paid up.

**Persons**

“Persons” – includes individual, any Company or association or body of individuals whether incorporated or not

**Proxy**

“Proxy” – means an instrument where-by any person is authorised to vote for a member at the general meeting or poll.

**The Register of Members**

“The Register of Members” – means the register of members to be kept pursuant to Section 150 of the Act.

**The Registrar**

“The Registrar” – means the Registrar of Companies, Gujarat.

**The Company’s Regulations**

“The Company’s Regulations” – means the regulations for the time being in force for the management of the Company.

**Seal**

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

**Secretary**

“Secretary” – includes a temporary or assistant secretary and any person or persons appointed by the Board to perform any of the duties of Secretary.

**Shares**

“Shares” – means the shares or stocks into which the capital of the Company is divided and the interest corresponding to such shares or stocks except where a distinction between stocks and shares is expressed or implied.

**Special Resolution**

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

**The Statutes**

“The Statutes” – means the Companies Act, 1956 and every other Act for the time being in force affecting the Company.

**Gender**

Words importing the masculine gender also include the feminine gender.

**Singular Number**

Words importing the singular number include where the context admits or requires the plural number and vice versa.

**Expressions in the Act to bear the same meaning in Articles**

Unless the context otherwise requires, words and expression contained in these Articles shall bear the same meaning as in the Act or any statutory modifications thereof for the time being in force.

**CAPITAL****Capital**

3. (a) The Authorised Share Capital of the Company shall be as per paragraph V of the Memorandum of Association of the Company with rights to alter the same in whatever way as deemed fit by the Company. The Company may increase the Authorised Capital which may consist of Equity and/or Preference Shares as the Company in General Meeting may determine in accordance with the law for the time being in force relating to

Companies with power to increase or reduce such capital from time to time in accordance with the Regulations of the Company and the legislative provisions for the time being in force in this behalf and with power to divide the shares in the Capital for the time being into Equity Share Capital or Preference Share Capital and to attach thereto respectively any preferential, qualified or special rights, privileges or conditions and to vary, modify and abrogate the same in such manner as may be determined by or in accordance with these presents.

PROVIDED HOWEVER that where the Central Government has made an Order under Sub-Section 4 of Section 81 directing that any debenture issued by the Company or loan taken by the Company or any part thereof shall be converted into shares of the Company or where in pursuance of an option attached to debentures issued to or loans raised by the Company from a Public Financial Institution, such Financial Institution, has proposed, to convert such debentures or loans or any part thereof into shares of the Company and on the application of such Public Financial Institution the Central Government shall make any order under Section 94.A (1) of the Act for increasing the Share Capital of the Company, the Authorized Share Capital of the Company shall stand increased by an amount equal to the amount of the value of the shares in to which such debenture or loans or part thereof has been converted.

#### **Preference shares Right of Holders**

- (b) The holders of Preference shares shall be entitled to be paid out of the profits which the Directors shall determine to distribute by way of dividend, a fixed cumulative preferential dividend at such rate as may be decided at the time of issue on the amount credited as paid up there on and to the right, on winding up, to be paid all arrear of preferential dividend, whether earned or declared or not, down to the commencement of the winding up, and also to be repaid the amount of capital paid or credited as paid up on the preference shares held by them respectively in priority to any payment in respect of Equity Shares, but shall not be entitled to any other rights in the profits or assets of the Company.

Subject as aforesaid and to the rights of the holders of any other shares entitled by the terms of issue to Preferential repayment over the Equity shares in the event of the winding up of the Company, the holders of the Equity Shares shall be entitled to be repaid the amounts of the capital paid up or credited as paid up on such shares, and all assets thereafter shall belong to the holders of the Equity shares in proportion to the amount paid up or credited as paid up on Equity shares respectively at the commencement of the winding up.

- (c) Subject to the provisions of Section 80 of the Act, the following provision shall apply in regard to the redemption of the Cumulative Preference Shares.
- (i) The Company may from the date of issue of the shares, at any time at its option apply any profits or moneys of the Company which may be lawfully applied for the purpose in the redemption of the Preference shares at par, together with a sum equal to arrears of dividend thereon down to the date of redemption.
- (ii) In case of any partial redemption under sub-clause c(i) of this Article, the Company shall for the purpose of ascertaining the particular share to be redeemed, cause a drawing to be made at the office or at such other place as the Directors may decide in the presence of a representative of the Auditors for the time being of the Company.
- (iii) Forthwith after every such drawing the Company shall give to the holders of the shares drawn for redemption notice in writing of the Company's intention to redeem the same fixing a time (not less than three months thereafter) and the place for the redemption and surrender of the shares to be redeemed.

- (iv) At the time and place so fixed each holder shall be bound to surrender to the Company the Certificate for his shares to be redeemed and the Company shall pay to him the amount payable in respect of such redemption and where any such certificate comprises any shares which have not been drawn for redemption, the Company shall issue to the holder thereof a fresh certificate therefore.
- (v) Any of the Redeemable Cumulative Preference shares not previously redeemed under the foregoing provisions shall be redeemed at the expiry of 15 years from the date of the issue of the shares at par together with all arrears of the dividend thereon (whether earned or declared or not upto that date).
- (d) The Redeemable Cumulative Preference Shares shall not confer on the holders thereof the right to vote either in person or by proxy at any general meeting of the Company save to the extent and in the manner provided by Section 87(2) of the Act.
- (e) The rights, privileges and conditions for the time being attached to the Redeemable Cumulative Preference Shares may be varied, modified or abrogated in accordance with the provisions of these Articles and of the Act.

**Increase of Capital by the Company and how carried into effect**

- 4. (a) The Company in general meeting may, by ordinary resolution from time to time, increase the capital by creation of new shares and of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the resolution shall prescribe, and in particular, such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a right of voting at general meeting of the Company in conformity with Section 87 of the Act.
- (b) Whenever the capital of the Company has been increased under the provisions of this Article or consequent upon an order made by the Central Government under Section 94A, of the Act, the Company shall file with the Registrar notice of the increase of capital as required by Section 97 of the Act within thirty days of the passing of the resolution authorizing the increase or of the receipt of the order of the Central Government as aforesaid.

**Capital of two kinds only**

- 5. Neither the original capital nor any increased capital shall be of more than two kinds, namely (i) Equity Share Capital and (ii) Preference Share Capital as defined in Section 85 of the Act.

**New capital same as existing capital**

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

**7. Redeemable Preference Shares**

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

**Provisions to apply on issue of Redeemable Preference Shares**

- 8. (1) On the issue of Redeemable Preference Shares under the provisions of Article 7 hereof, the following provisions shall take effect:
  - (a) No such shares shall be redeemed except out of profits of the Company, which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of the redemption.

- (b) No such shares shall be redeemed unless they are fully paid.
- (c) The premium, if any, payable on redemption shall have been 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 the profits which would otherwise have been available for dividend, be transferred to a reserve fund to be called "The Capital Redemption Reserve Account" a sum equal to the nominal amount of the shares redeemed and the provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided in Section 80 of the Act apply, as if the capital redemption reserve account were the paid up share capital of the Company.
- (e) Subject to the provisions of Section 80 of the Act, the redemption of Preference shares hereunder may be affected in accordance with the terms and conditions in that behalf, in such manner as the Directors may think fit.

### **Reduction of Capital**

9. The Company may (subject to the provisions of Section 78, 80 and 100 to 105, both inclusive, and other applicable provisions, if any, of the Act) from time to time by special resolution, reduce (a) its share capital (b) any capital redemption reserve account or (c) any share premium account in any manner and with and subject to any incidents, authorizations and consent required by law and in particular capital may be paid off on the footing that it may be called up again or otherwise. This Article is not to derogate from any power the Company would have if it were omitted.

### **Consolidation, division, sub-division and Cancellation of Shares**

10. Subject to the provisions of Section 94 of the Act, the Company in general meeting may from time to time by an ordinary resolution alter the conditions of its memorandum as follows:
- (a) Consolidate and divide all or any of its capital into shares of larger amount than its existing shares;
  - (b) Sub-divide its shares, or any of them into shares of smaller amount than is fixed by the Memorandum, so however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of share from which the reduced share is derived;
  - (c) Cancel any shares, which, at the date of the passing of the resolution have not been taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled. A cancellation of shares in pursuance of this sub-clause shall not be deemed to be reduction of share capital within the meaning of the Act.

Whenever the Company shall do any or more of the things provided for in the foregoing sub-clauses (a), (b) and (c) the Company shall, within thirty days thereafter give notice thereof to the Registrar as required by Section 95 of the Act specifying as the case may be, the shares consolidated, divided, sub-divided or cancelled.

### **11. Modification of rights**

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, commuted, affected or abrogated, or dealt with by the consent in writing of the holders of not less than three fourth of the issued capital of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of shares of that class, and all the provisions hereafter contained as to general meetings shall, mutatis mutandis, apply to every such meeting. This Article is not to derogate from any power the Company would have if this Article was omitted.

The rights conferred upon the holders of the shares, (including Preference shares, if any) of any class issued with preferred or other rights to privileges shall unless otherwise expressly provided by the terms of the issue of shares of that class, be deemed not to be modified, commuted, affected, abrogated, dealt with or varied by the creation or issue of further shares ranking pari passu therewith.

#### **Commencement of business**

11. The Company shall not commence any business until the requirements of Section 149 of the Act shall have been complied with.

### **SHARES AND CERTIFICATES**

#### **Register and index of Members**

12. [A] The Company shall cause to be kept a register, and index of members in accordance with Sections 150 and 151 of the Act. The Company shall be entitled to keep in any State or Country outside India a branch register of members in that State or Country.

#### **Shares to be numbered progressively and no share to be sub-divided**

[B] The Shares in the capital shall be numbered progressively according to the several denominations and except in the manner herein before mentioned, no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.

#### **Restriction on allotment and Return of allotment**

13. The Board of Directors shall observe the restrictions as to allotment of shares to the public contained in Sections 69 and 70 of the Act, and shall cause to be made the returns as to allotment provided for in Section 75 of the Act.

#### **Further issue of Capital**

14. (1) Where at any time it is proposed to increase the subscribed capital of the Company by allotment of further shares whether out of unissued share capital or out of increased share capital:

- (a) Such further shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the Company in proportion, as nearly as circumstances admit, to the capital paid up on those shares at that date;
- (b) Such offer shall be made by a notice specifying the number of shares offered and limiting a time not being less than forty five days from the date of the offer within which the offer, if not, accepted, will be deemed to have been declined;
- (c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in Sub-clause (b) hereof shall contain a statement of this right;

PROVIDED THAT the Directors may decline, without assigning any reason, to allot any shares to any person in whose favour any member may renounce the Shares offered to him.

- (d) After the expiry of the time specified in the aforesaid notice, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept shares offered, the Board of Directors may dispose them off in such manner as they think most beneficial to the Company.
- (2) Notwithstanding anything contained in sub-clause (1) hereof, the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of clause (1) hereof) in any manner whatsoever:
    - (a) If a special resolution to that effect is passed by the Company in general meeting; or

- (b) where no such special resolution is passed, if the votes cast (whether on a show of hands, or on a poll, as the case may be) in favour of the proposal contained in the resolution moved in that general meeting (including the casting vote if any, of the Chairman) by members, who being entitled so to do, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the Company.
- (3) Nothing in sub-clause (c) of clause (1) hereof shall be deemed:-
- (a) to extend the time within which the offer should be accepted, or
  - (b) to authorise any person to exercise the right of renunciation for a second time, on the ground that the person in whose favour the renunciation was first made has declined to take the share comprised in the renunciation.
- (4) Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to the debentures issued or loans raised by the Company:
- (i) to convert such debentures or loans into shares in the Company; or
  - (ii) to subscribe for shares in the Company (whether such option is conferred in these Articles or otherwise);

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

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

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

15. [A] Subject to the provisions of these Articles and of the Act, the shares shall be under the control of the Directors who may allot or otherwise dispose off the same to such persons on such terms and conditions and at such times, as they think fit and with full power, subject to the sanction of the Company in general meeting to give any person the option to call for or, be allotted shares of any class of the Company either at a premium or at par or at a discount subject to the provisions of Sections 78 and 79 of the Act and for such time and for such consideration as the Directors think fit.

#### **Non-resident Shareholders**

- [B] Company shall be entitled to invite non-resident individuals and other non-resident persons to invest in the shares and debentures of the Company subject to the rules and regulations of the Reserve Bank of India.

#### **Application of premium received on shares**

16. (1) Where the Company, issues shares at a premium whether for cash or otherwise, a sum equal to the aggregate amount or value of the premium on these shares shall be transferred to an account, to be called "THE SHARE PREMIUM ACCOUNT" and the provisions of the Act relating to the reduction of the share capital of the Company shall except as provided in this clause, apply as if the share premium account were the paid up share capital of the Company.

- (2) The share premium account may, notwithstanding clause (1) hereof be applied by the Company:
- (a) in paying up unissued shares of the Company, to be issued to the members of the Company as fully paid bonus shares;
  - (b) in writing off the preliminary expenses of the Company;
  - (c) in writing off the expenses of or the commission paid or discount allowed, on any issue of shares or debentures of the Company, or
  - (d) in providing for the premium payable on the redemption of any redeemable Preference shares or of any debentures of the Company.

**Power to Company in General Meeting to issue shares**

17. In addition to and without derogating from the powers for that purpose conferred on the Board under Articles 15 and 16, the Company in General Meeting may subject to the provisions of Section 81 of the Act, determine that any shares (whether forming part of the original capital or of any increased capital of the Company) be offered to such persons (whether members or not) in such proportion and on such terms and conditions and either at a premium or at par or at a discount (subject to compliance with the provisions of Sections 78 and 79 of the Act) as such general meeting shall determine and with full power to give any person whether a member 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 at a discount (subject to compliance with the provisions of Sections 78 and 79 of the Act) 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 such shares.

**Shares at a discount**

18. The Company may issue shares at discount of a class already issued, if the following conditions are fulfilled, namely:
- (i) the issue of the shares at a discount is authorised by a resolution passed by the Company in general meeting and sanctioned by the Company Law Board.
  - (ii) the resolution specifying the maximum rate of discount (not exceeding ten per cent or such higher percentage as the Central Government may permit in any special case) at which the shares are to be issued; and
  - (iii) the shares to be issued at a discount are issued within two months after the date on which the issue is sanctioned by the Company Law Board or within such extended time as the Company Law Board may allow.

**Installments on shares to be duly paid**

19. If by the conditions of any allotment of any shares the whole or any 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 shares or his legal representatives.

**The Board may issue shares as fully paid up**

20. Subject to the provisions of the Act and these Articles, the Board may allot and issue shares in the capital of the Company as payment of any property sold or transferred or for service rendered to the Company in the conduct of its business and any shares which may be so issued shall be deemed to be fully paid up shares.

**Acceptance of shares**

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

**Deposit and call etc., to be a debt payable**

22. The money (if any) which the Board of 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 member as the name of the holder of such shares, become a debt to and recoverable by the Company from the allottee thereof and shall be paid by him accordingly.

**Liability of Members**

23. Every member, or his heirs, executors or administrators to the extent of his assets which come to their hands shall be liable to pay to the Company, the portion of the capital represented by his share or shares which may for the time being remain unpaid thereon in such amounts, at such time or times, and in such manner as the Board of Directors shall from time to time, in accordance with the Company's regulations require or fix for the payment thereof.

**Share Certificate**

24. (a) Every member or allottee of shares shall be entitled, without payment, to receive one certificate for all the shares of the same class registered in his name every share certificate specifying the name of the person in whose favour it is issued, the share certificate number and the distinctive number(s) of the shares to which it relates and the amount paid up thereon. Such certificate shall be issued only in pursuance of a resolution passed by the Board and on surrender to Company of its letter of allotment or its fractional coupons of requisite value, 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 reasonable terms, if any, as it thinks fit, as to evidence and indemnity and the payment of out of pocket expenses incurred by the Company in investigating the evidence. The certificates of the title to shares shall be issued under the Seal of the Company and shall be signed in conformity with the provisions of the Companies (Issue of Share Certificates) Rules, 1960 or any statutory modification or re-enactment thereof for the time being in force. Printing of blank forms to be used for issue of Share Certificates shall be in accordance with the provisions of aforesaid rules. Such certificates of title to shares shall be completed and kept ready for delivery within three months after the allotment unless the conditions of shares provide otherwise.
- (b) Any two or more joint allottees or holders of shares shall for the purpose of this Article, be treated as a single member and the certificate of any share which may be the subject of joint ownership, may be delivered to anyone of such joint owners on behalf of all of them.

**Renewal of share certificates**

25. No certificate of any share or shares shall be issued either in exchange for those which are sub-divided or consolidated or in replacement of those which are defaced, torn or old, decrepit, worn out, or where the pages on the reverse for recording transfers have been duly utilized unless the certificate in lieu of which it is issued is surrendered to the Company.

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

PROVIDED FURTHER THAT in case of any Share Certificate being lost or destroyed the Company may issue a duplicate certificate in place of the certificate so lost or destroyed on such terms as to evidence, out of pocket expenses in regard to investigation of such evidence and indemnity as the Board may determine.

**The first name of joint holders deemed sole holder**

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

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

27. Except as ordered by a Court of competent jurisdiction or as required by law, the Company shall not be bound to recognize, even when having notice thereof, any equitable, contingent, future or partial interest in any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto in accordance with these Articles, in the person from time to time registered as the holder thereof, but the Board shall be at liberty at their sole discretion, to register any share in the joint names of any two or more persons (but not exceeding 4 persons) or the survivor or survivors of them.

Notwithstanding anything contained in the foregoing Article 27 when any declaration is filed with the Company under the provision of Section 187 -C of the Act by any holder of shares who does not hold beneficial interest in such share specifying the particulars of the person holding beneficial interest in such share or by a person who holds beneficial interest in any share of the Company but is not the registered holder thereof the Company shall make a note of such declaration in its register of members and file, within 30 days from the date of receipt of the declaration by it, a return with the Registrar with regard to such declaration.

**No purchase of or loans on Company's Shares**

28. None of the funds of the Company shall except as provided by Section 77 of the Act be employed in the purchase of its own shares, unless the consequent reduction of capital is effected and sanction in pursuance of Sections 78, 80 and 100 and 105 of the Act and these Articles or in giving either 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 a purchase or subscription made or to be made by any person, of or for any share in the Company or in its holding Company.

**UNDERWRITING AND BROKERAGE**

**Commission may be paid**

29. Subject to the provisions of Section 76 of the Act the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares or debentures in the Company, or procuring, or agreeing to procure subscriptions (whether absolute or conditional) for any shares or debentures of the Company, but so that the commission shall not exceed in the case of shares five per cent of the price at which the shares are issued and in the case of debentures two and a half percent of the price at which the debentures are issued. Such Commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or debentures as the case may be or partly in one way and partly in the other.

**Brokerage**

30. The Company may on any issue of shares or debentures pay such brokerage as may be reasonable and lawful.

**Commission to be included in the Annual Return**

31. Where the Company has paid any sums by way of commission in respect of any shares or debentures or allowed any sums by way of discount in respect of any shares or debentures such statement thereof shall be made in the Annual Return as required by Part I of Schedule V to the Act.

**INTEREST OUT OF CAPITAL**

**Interest out of capital**

32. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings, or the provisions of any plant, which cannot be made profitable for 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 the plant.

## **CALLS**

### **Directors may make calls**

33. Subject to the provisions of Section 91 of the Act the Board of Directors may, from time to time, by a Resolution passed at a meeting of the Board (and not by a circular resolution) make such calls as it thinks fit upon the members in respect of all moneys unpaid on the shares whether on account of the nominal value of the shares or by way of premium, held by them respectively and not by conditions of allotment thereof made payable at fixed time and each member shall pay the amount of every call so made on him to the person or persons and at the times and places appointed by the Board of Directors. A call may be made payable by instalments. A call may be postponed or revoked as the Board may determine.

### **Notice of calls**

34. Thirty day's notice at least in writing of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid.

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

35. A call shall be deemed to have been made at the time when the resolution authorising such call was passed at a meeting of the Board of Directors and may be made payable by the members whose names appear on the Register or members on such date or at the discretion of the Directors on such subsequent date as shall be fixed by the Board of Directors.

### **Restrictions on power to make calls**

36. No call shall exceed such amount as may be directed by the Board from time to time.

### **Directors may extend time**

The Board of Directors may, from time to time at its discretion, extend the time fixed for the payment of any call, and may extend such times as to all or any of the members who on account of residence at a distance or other cause, the Board of Directors may deem fairly entitled to such extension, but no member shall be entitled to such extension as of right except as a matter of grace and favour.

### **Amount payable at fixed time or by installments to be treated as calls**

38. If by the terms of issue of any share or otherwise any amount is made payable at any fixed time (whether on account of the amount of the share or by way of premium) every such amount or installment shall be payable as if it were a call duly made by the Directors and of which due notice has been given and all the provisions herein contained in respect of calls shall apply to such amount or installment accordingly.

### **When interest on call or installment payable**

39. If the sum payable in respect of any call or installment be not paid on or before the day appointed for the payment thereof the holder for the time being or allottee of the share in respect of which the call shall have been made or the installment shall be due, shall pay interest on the same at such rate not exceeding twelve percent per annum as the Directors shall fix from the day appointed for the payment thereof to the time of actual payment but the Directors may waive payment of such interest wholly or in part.

### **Evidence in actions by company against shareholders**

40. On the trial or hearing of any action or suit brought by the Company against any member or his legal representatives for the recovery of any moneys 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 and is entered on the register of members as the holder or as one of the holders at or subsequent to the date at which the money sought to be recovered is alleged to have become due, on the shares in respect of which such money is sought to be recovered, that the resolution making the call is duly recorded in the minute book; and that notice of such call was duly given to the member or his legal representatives used in pursuance of these Articles and it shall not be necessary to prove the appointment of Directors who made such call, nor that a quorum of Directors was present at

the Board at which any call was made nor that meeting at which any call was made was duly convened or constituted nor any other matter whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt.

**Partial payment not to preclude forfeiture**

41. Neither the receipt by the Company of a portion of any money which shall, from time to time, be due from any member to the Company in respect of his share, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any sum of money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.

**Payment in anticipation of calls may carry interest**

42. The Board of Directors may, if it thinks fit, agree to and receive from any member willing to advance the same, all or any part of the amount due upon the shares held by him beyond the sums actually called for and upon moneys so paid in advance or upon so much thereof, from time to time, and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made, the Board of Directors may pay or allow interest, at such rate not exceeding, unless the Company in general meeting shall otherwise direct, twelve percent per annum as the member paying the sum in advance and the Board of Directors may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to such members three months notice in writing.

No member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment presently payable.

**LIEN**

**Company to have lien on shares**

43. The Company shall have a first and paramount lien upon all shares (other than fully paid up shares) 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 a fixed time in respect of such shares shall be created except upon the footing and condition that this Article is to have full legal effect. Any such lien shall extend to all dividends from time to time declared in respect of shares. PROVIDED THAT the Board of Directors may, at any time, declare any share to be wholly or in part exempt from the provisions of this Article.

**Enforcing lien by sale**

44. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien for the purpose of enforcing the same.

PROVIDED THAT no sale shall be made:

- (a) unless a sum in respect of which the lien exists is presently payable; or
- (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency. For the purpose of such sale the Board may cause to be issued a duplicate certificate in respect of such shares and may authorise one of their member to execute a transfer thereof on behalf of and in the name of such members.

**Transfer of shares sold under lien**

45. (1) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof;
- (2) The purchaser shall be registered as the holder of the shares comprising any such transfer;

- (3) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

**Application of proceeds of sale**

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

**FORFEITURE OF SHARES**

**If money payable on share not paid, notice to be given to member**

47. If any member fails to pay any call or any instalment of a call on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board of Directors may, at any time thereafter, during such time as the call or instalment remains unpaid give notice to him requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

**48. Sum payable on allotment deemed to be call**

For the purposes of the provisions of these presents relating to forfeiture of shares, the sum payable upon allotment in respect of a share shall be deemed to be a call payable upon such share on the day of allotment.

**Form of notice**

49. The notice shall name a day (not being less than thirty days from the date of the notice) and a place or places' on and at which such call or installment and such interest thereon at such rate and expenses as aforesaid are to be paid. The notice shall also state that in the event of the non-payment at or before the time and at the place appointed the shares in respect of which the call was made or installment is payable will be liable to be forfeited.

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

50. If the requirements of any such notice as aforesaid shall not be complied with, every or any share 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 Board of Directors to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually before the forfeiture.

**Notice of forfeiture to member**

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

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

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

**53. Member still liable to pay money and interest owing at the time of forfeiture**

Any member whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company on demand all calls, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with

interest thereon from the time of the forfeiture until payment, at such rate not exceeding twelve percent per annum as the Board of Directors may determine and the Board of Directors may enforce the payment of such moneys or any part thereof, if it thinks fit, but shall not be under any obligation so to do.

**Effect of forfeiture**

54. The forfeiture of a share shall involve extinction at the time of the forfeiture of all interest in and all claims and demands against the Company in respect of the share, except, only such of those rights as by these Articles are expressly saved.

**Power to annul forfeiture**

55. The Board of Directors may at any time before any shares so forfeited shall have been sold, re-allotted or otherwise disposed off, annul the forfeiture thereof upon such conditions as it thinks fit.

**Validity of forfeiture**

56. (1) A duly verified declaration in writing that the declarant is a Director or the Managing Director or the Manager or Secretary of the Company, and that a share in the Company has been duly forfeited in accordance with these Articles, on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.
- (2) The Company may receive the consideration if any, given for the sale of any share, re-allotment or other disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed off.
- (3) The person to whom such share is sold, re-allotted or disposed off shall thereupon be registered as the holder of the shares;
- (4) Any such purchaser or allottee shall not (unless by express agreement) be liable to pay any calls, amounts, installments, interest and expenses owing to the Company prior to such purchases or allotment nor shall be entitled (unless by express agreement) to any of the dividend, interest, bonus, accrued or which might have accrued upon the share before the time completing such purchase or before the time of completing such allotment.
- (5) Such purchaser or allottee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or other disposal of the share.

**Provisions of this Article as to forfeiture to apply in case of non-payment of any sum**

57. The provisions of these Articles as to forfeiture shall apply in the case of non payment of any sum which, by the terms of issue of a share becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

**Cancellation of share certificate in respect of forfeited shares**

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

**Surrender of shares**

59. The Directors may, subject to the provisions of the Act, accept a surrender of any share from or for any member desirous of surrendering on such terms as they think fit.

## **TRANSFER AND TRANSMISSION OF SHARES**

### **Register of Transfers**

60. The Company shall keep a book, to be called the Register of Transfers and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any share.

### **Form of Transfer**

61. The instrument of transfer of any share shall be in the prescribed form and in accordance with the requirements of Section 108 of the Act.

### **Application for transfer**

62. (1) An application for the registration of a transfer of the shares in the Company may be made either by the transferor or the transferee.
- (2) When 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.
- (3) For the purpose of sub-clause (2), above notice to the transferee shall be deemed to have been duly given if it is dispatched by prepaid registered 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 at the address at which it would have been delivered in the ordinary course of the post.

### **To be executed by transferor and transferee**

63. Every such instrument of transfer duly stamped shall be executed by or on behalf of both the transferor and the transferee and attested and the transferor shall be deemed to remain the holder of such share until the name of the transferee shall have been entered in the Register of members in respect thereof.

### **Transfer by legal representative**

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

### **Transfer books when closed**

65. The Board of Directors shall have power on giving not less than seven day's previous notice by advertisement in some newspaper circulating in the district in which the registered office of the Company is situated to close the Transfer Books, the Register of Members or the Register of Debenture Holders at such time or times and for such period or periods, not exceeding in the aggregate forty five days in each year as it may seem expedient to the Board.

### **Directors may refuse to register transfers**

66. (a) Subject to the provisions of Section 111 of the Act, or any statutory modification thereof for the time being in force, the Directors may at any time in their own absolute and uncontrolled discretion and without assigning any reasons or grounds, decline to register or acknowledge any transfer of any shares and in particular may so decline in any case in which the Company had a lien upon the shares desired to be transferred or any call or installment regarding any of them remains unpaid. The registration of a transfer shall be conclusive evidence of the approval of the Directors to the transfer.

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 a lien on shares.

- (b) No share shall in any circumstances be transferred to any minor, insolvent or person of unsound mind.

### **Directors may decline to recognize transfer**

66A. The Board may also decline to recognise any instrument of transfer unless:

- (i) The instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;
- (ii) The instrument of transfer is in respect of only one class of share; and
- (iii) The instrument of transfer is duly stamped.

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

67. If the Company refuses to register the transfer of any shares or transmission of any right therein, the Company shall within two months from the date on which instrument of transfer or intimation of transmission was lodged with the Company send notice of refusal to the transferee and the transferor or to the person giving 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.

### **Death of one or more joint holders of shares**

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

### **Title to shares of deceased member**

69. The executors or administrators of a deceased member or the holder of a succession certificate or the legal representatives in respect of the shares of a deceased member (not being one or two more joint-holders) shall be the only persons recognised by the Company as having any title to the shares registered in the names of such member, and the Company shall not be bound to recognise such executors or administrators or holders of a succession certificate or the legal representatives unless such executors or administrators or legal representatives shall have first obtained Probate or Letters of Administration, or Succession Certificate as the case may be from a duly constituted Court in the Union of India provided that in any case where the Board of Directors in its absolute discretion thinks fit the Board upon such terms as to indemnity or otherwise as the directors may deem proper dispense with production of Probate or Letters of Administration or Succession Certificate and register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased member as member.

### **Compliance with the Estate Duty Act**

70. If any member of the Company dies, and the Company through any of its principal officers within the meaning of the Estate Act, 1953, has knowledge of the death, it shall not be lawful for the Company to register the transfer of any shares standing in the name of the deceased member unless the Company is satisfied that the transferee has acquired such shares for valuable consideration or there is produced to it a certificate from the Controller, Deputy Controller, or Assistant Controller of Estate Duty that either the Estate Duty in respect thereof has been paid or will be paid or none is due as the case may be. Where the Company has come to know through any of its principal officers of the death of any member, the Company shall within three months of the receipt of such knowledge, furnish to the Assistant Controller or the Deputy Controller of the Estate Duty who is exercising the functions of the Income-tax Officer under the Income Tax Act, in relation to the Company, such particulars may be prescribed by the Estate Duty Rules, 1953.

### **Registration of persons entitled to shares otherwise than by transfer (Transmission Clause)**

71. Subject to the provisions of Articles 68 and 69 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 Articles, may with the consent of the Board of Directors (which it shall not be under obligation to give) upon producing such evidence that he sustains the character in respect of which he proposes to act under these Articles, or of his title, as the Board of Directors shall require and upon giving such indemnity as the Directors shall require, either be registered as member in respect of such shares or elect to have some person nominated by him and approved by the Board of Directors registered as a member in respect of such shares PROVIDED NEVERTHELESS that if such person shall elect to have his nominee registered, he shall testify his election by executing in favour of his nominee an instrument of transfer in accordance with the provision herein contained, and until he does, so, he shall not be free from any liability in respect of such shares. This clause is herein referred to as "THE TRANSMISSION CLAUSE".

**Refusal to register nominee**

72. Subject to the provisions of the Act and these Articles, the Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration.

**Directors entitled to refuse to register more than four joint holders**

73. The Company shall be entitled to decline to register more than four persons as the holders of any share.

**Persons entitled may receive dividend without being registered as member**

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

**Transfer to be presented with evidence of title**

[B] Every instrument of transfer shall be presented to the Company duly stamped for registration accompanied by such evidence as the Board of Directors may require to prove the title of the Transferor, his right to transfer the shares and generally under and subject to such conditions and regulations as the Board of Directors shall, from time to time prescribe and every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board of Directors. But any instrument of transfer, which the Board of Directors may decline to register shall on demand be returned to the person depositing the same.

**Conditions of registration of transfer**

75. Prior to the registration of a transfer, the certificates of the share or shares to be transferred, and if no such certificate is in existence, the Letter of Allotment of the shares must be delivered to the Company along with (save as provided in Section 108 of the Act) a properly stamped and executed instrument of transfer with the date of presentation of the instrument to the proper authorities, duly engrossed thereon.

**No fee on transfer or transmission**

76. No fee shall be charged for registration of transfer, grant of Probate, Succession Certificate and Letters of Administration, Certificates of Death or Marriage, Power of Attorney or similar other documents.

**The Company not liable for disregard of a notice prohibiting registration of a transfer**

77. The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof as shown or appearing in the Register of Member to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest 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 shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or

interest, or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company, but the Company shall nevertheless be at liberty to regard and attend to any such notice, and give effect if the Board of Directors shall so think fit.

#### **77A. Dematerialisation of Securities:**

a. For the purpose of this Article:

“Beneficial Owner” means a person or persons whose name is recorded as such with the a depository;

“SEBI” means Securities Exchange Board of India

“Depository” means a company formed and registered under the Companies Act, 1956 and which has been granted a certificate of registration to act as a depository under the Securities Exchange Board of India Act, 1992 and Security means such security as may be specified by SEBI from time to time.

- b. Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize it securities and to offer securities in a dematerialized form pursuant to the Depositories Act, 1996. Securities of the Company can be held in Physical form or Dematerialized form as permitted by law from time to time.
- c. Every person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a depository. Such a person who is the beneficial owner of the securities can at any time opt out of the depository, if permitted by the law, in respect of any security in the manner provided by the Depositories Act, and the Company shall in the manner and within the time prescribed issue to the Beneficial Owner the required certificates of securities. If a person opts to hold his security with a depository the Company shall intimate such depository the details of allotment of the security, and on receipt of the information, the depository shall enter in its record the name of the allottee as the beneficial owner of the security.
- d. All securities held by a depository shall be dematerialized and shall be in a fungible form. Nothing contained in Sections 153, 153A, 153B, 187B and 372A of the Act shall apply to a depository in respect of the security held by it on behalf of the beneficial owners.
- e. Notwithstanding anything to the contrary contained in the Act, or these Articles, a depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owners.
- f. Save as otherwise provided in e. above, the depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.
- g. Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner of the securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities, which are held by a depository.
- h. Notwithstanding any thing in the Act or these Articles to the contrary, where securities are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or discs.
- i. Nothing contained in Section 108 of the Act or these Articles shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a depository.
- j. Notwithstanding anything in the Act or these Articles, where securities are dealt with by a depository, the Company, shall intimate the details thereof to the depository immediately on allotment of such securities.

- k. Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a depository.
- l. The Register of Index of beneficial owners maintained by a depository under the Depositories Act, 1996 shall be deemed to be the Register and Index of Members and Security holders for the purpose of these Articles.

**77B. Nomination Facility :**

- a. Every holder of shares, or holder of debentures of the Company may at any time, nominate, in the prescribed manner a person to whom his shares in or debentures of the Company shall vest in the event of his death.
- b. Where the shares in or debentures of the Company are held by more than one person jointly, the joint holders may together nominate in the prescribed manner a person to whom all the rights in the shares or debentures of the Company shall rest in the event of death of all the joint holders.
- c. Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise in respect of such shares in or debentures of the Company where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in or debentures of the Company, the nominee shall, on the death of the shareholder or debentures holder of the Company or as the case may be on the death of the joint holders become entitled to all the rights in the shares or debentures of the Company or as the case may be all the joint holders in relation to such shares in or debenture of the company to the exclusion of all the other persons, unless the nomination is varied or cancelled in the prescribed manner.
- d. Where the nominee is a minor it shall be lawful for the holder of shares or debentures, to make the nomination and to appoint in the prescribed manner any person to become entitled to shares in or debentures of the Company in the event of his death in the event of minority.
- e. Any person who becomes a nominee by virtue of the provisions of Section 109 A upon the production of such evidence as may be required by the Board and subject as hereinafter provided elect either
  - i. To be registered himself as holder of the shares or debentures as the case may be, or
  - ii. To make such transfer of the share or debenture as the case may be, as the deceased shareholder or debenture holder, as the case may be could have made.
- f. If the person being a nominee, so becoming entitled, elects to be a registered as holder of the share or debenture, himself as the case may be, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with a death certificate of the deceased share holder or debenture holder as the case may be.
- g. All the limitations, restrictions and provisions of the Act and these Articles, relating to the right to transfer and registration of transfer of shares or debentures shall be applicable to any such notice or transfer as aforesaid as if the death of the member had not occurred and the notice or transfer where a transfer signed by that share holder or debenture holder, as the case may be.
- h. A person being a nominee, becoming entitled to a share or debenture by reason of the death of the holder shall be entitled to same dividends and other advantages to which he would be entitled if he were the registered holder of the share or debenture, except that he shall not before being registered as a member in respect of his share or debenture, be

entitled in respect of it to exercise any right conferred by membership in relation to the meetings of the Company.

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

- i. A Depository may in terms of section 58 A at any time, make a nomination and above provision shall as far as may be, apply to the nomination made under the sub section.

**Buy back of shares :**

- 77C. Subject to the other terms of these Articles, the Company shall be entitled to purchase its own shares or other securities, subject to such limits and upon such terms and conditions and subject to such approvals as required under Section 77 A and other applicable provisions of the Companies Act, 1956, The Securities and Exchange Board of India Act, 1992 and the Securities and Exchange Board of India (Buy Back of Securities) Regulations 1998 and any amendments, modification(s), repromulgation (s) or re enactment(s) thereof.

**COPIES OF MEMORANDUM AND ARTICLES OF ASSOCIATION TO BE SENT TO MEMBERS**

**Copies of Memorandum and Articles of Association to be sent to members**

78. The Company shall subject to the payment of the fees prescribed under Section 39 of the Act or its statutory modification for the time being in force, on being so, required by a member send to him within seven days of the requirement a copy of each of the following documents as in force for the time being.
  - (a) The Memorandum
  - (b) The Articles, and
  - (c) Every agreement and every resolution referred to in Section 192 of the Act and in so far as they have not been embodied in the Memorandum of the Company or these Articles.

**BORROWING POWERS**

**Powers to Borrow**

79. Subject of the provisions of Sections 58A, 292 and 293 of the Act and of these Articles, the Board of Directors may from time to time at its discretion by a resolution passed at a meeting of the Board accept deposits from members either in advance of calls or otherwise and generally accept deposits, raise loans or borrow or secure the payment of any sum or sums of money for the purpose of the Company from any source. PROVIDED HOWEVER where the moneys to be borrowed together with the money already borrowed including acceptance of deposits (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the paid up capital of the Company and its free reserves (not being reserves set apart for any specific purpose) the Board of Directors shall not borrow such moneys without the sanction of the Company in general meeting. No debt incurred by the Company in the excess of the limit imposed by this Article shall be valid or effectual unless the lender proves that he advanced the loan in good faith and without knowledge that the limit imposed by this Article had been so exceeded.

**The payment or repayment of moneys borrowed**

80. The payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board of Directors may think fit and in particular in pursuance of a resolution passed at meeting of the Board (and not by Circular Resolution) by the issue of debentures or debenture stock of the Company, charged upon all or any part of the Company (both present and future), including its uncalled capital for the time being, and the debentures and the debenture stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

#### **Terms of issue of debentures**

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

#### **Mortgage of uncalled capital**

82. If any uncalled capital of the Company is included in or charged by any mortgage or other security, the directors may, 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.

#### **Register of charges, etc. to be kept**

83. The Board of Directors shall cause a proper Register to be kept in accordance with the provisions of Section 143 of the Act of all Mortgage debentures, and charges specifically affecting the property of the Company, and shall cause the requirements of Sections 118, 125 & Section 127 to 144 (both inclusive) of the Act in that behalf to be duly complied with, so far as they fail to be complied with by the Company. The Company shall comply with the provisions of Section 135 of the Act as regards modification of a charge and its registration with the Registrar.

#### **Register and index of Debenture holders**

84. The Company, shall if at any time it issues debentures keep a Register and index of Debentures Holders in accordance with Section 152 of the Act. The Company shall have the power to keep in any State or country outside India a branch Register of Debenture Holders resident in that State or Country.

### **SHARE WARRANTS**

#### **Power to issue share warrants**

85. The Company may issue share warrants subject to and in accordance with the provisions of Sections 114 and 115 and accordingly the Board may in its discretion, with respect to any share which is fully paid upon application in writing signed by the persons registered as holder of the share and authenticated by such evidence (if any) as the Board may from time to time, require as to the identity of the persons signing the application and on receiving the certificate (if any) of the share and the amount of the stamp duty on the warrant and such fee as the board may from time to time require issue a share warrant.

#### **Deposit of share warrant**

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

#### **Privileges and disabilities of the holders of share warrant**

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

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

**Issue of new share warrant or coupon**

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

**CONVERSION OF SHARES INTO STOCK AND RECONVERSION**

**Shares may be converted into stock**

89. The Company may by Ordinary Resolution.
- (a) convert any paid up shares into stock,
- (b) reconvert any stock into paid-up shares of any denomination.

**Transfer of stock**

90. The several holders of such stock may transfer their respective interest therein or any part thereof in the same manner and subject to the same regulations under which the shares from which the stock arose might before the conversion have been transferred or as near thereto as circumstances admit.

PROVIDED THAT the Board may, from time to time, fix the minimum amount of stock transferable, so however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

**Rights of stock holders**

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

**Regulations applicable to stock and share warrants**

92. Such of the regulations of the Company as are applicable to the paid up shares shall apply to stock and the words "share holder" in these regulations shall include 'stock' and 'stock-holder' respectively.

**MEETINGS OF MEMBERS**

**Annual General Meeting**

93. (1) The Company shall in each year hold, in addition to any other meetings, a general meeting as its Annual General Meeting in accordance with the provisions of Sections 166 and 210 of the Act and shall specify the meeting as such in the notice calling it, except in the case where the Registrar, has given an extension of time for holding any annual general meeting and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next.

PROVIDED THAT if the Registrar shall have for special reason, extended the time within which any annual general meeting shall be held, such annual general meeting may be held within the additional time.

- (2) Every annual general meeting shall be called for any time during business hours, on a day that is not a public holiday and shall be held either at the registered office of the Company or at some other place within the city or town or village in which the registered office of the Company is situated for the time being.

- (3) 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.

#### **Statutory meeting**

- 93A. The statutory meeting of the Company shall be held at such place and time (not less than one month or more than six months from the date at which the Company is entitled to commence business) as the Directors may determine and the Directors shall comply with the provisions of Section 165 of the Act relating thereto.

#### **Report, statement and Registers to be laid before the annual general meeting**

94. At every 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' Shareholding.

#### **Extraordinary General Meeting**

95. All general meetings other than annual general meeting shall be called Extra Ordinary General Meetings.

#### **Annual Return**

96. (1) The Company shall comply with the provisions of Section 159 of the Act regarding the filing of Annual Return and the provisions of Section 161 of the Act as regards the annual return and certificates to be annexed thereto.

#### **Place of keeping and inspection of registers and returns**

- (2) The Register of Members, Index of Members, the Register and Index of Debenture holders and copies of all Annual Returns prepared under Sections 159 and 161 of the Act together with the copies of certificates and documents required to be annexed thereto under Sections 159 and 161 of the Act shall be kept at the registered office of the Company.

PROVIDED THAT such registers, indexes, returns and copies of certificates and documents or anyone or more of them may, instead of being kept at the registered office of the Company, be kept at any other place within the city or town in which the registered office of the Company is situated for the time being if :

- (i) Such other place has been approved for this purpose by a special resolution passed by the Company in general meeting and –
- (ii) The Registrar has been given in advance a copy of the proposed special resolution.

#### **Inspection**

- (3) (a) The registers, indexes, returns and copies of certificates and other documents referred to in sub-clause (2) hereof shall, except when the Register of members or debenture holders is closed under the provisions of the Act, be open during the business hours, subject to such reasonable restrictions as the Company may impose, so that not less than two hours in each day are allowed for inspection (i) of any member or debenture holder without fee and (ii) of any other person on payment of fee of one rupee for each inspection.
- (b) Any such member, debenture holder or other person may take abstract from the said document or require copy thereof in accordance with Section 163 of the Act.
- (4) The Company shall cause any copy required by any person under clause (b) of sub-clause (3) to be sent to that person within a period of ten days exclusive of non-working days, commencing on the day next after the day on which the requirement is received by the Company.

### **Circulation of Members' Resolution**

97. (1) Subject to the provisions of Section 188 of the Act, the Directors shall on the requisition in writing of such member or members as is hereinafter specified and (unless the annual general meeting otherwise resolves) at the expense of the requisitionists:
- (a) give to the members of the Company entitled to receive a notice of the next annual general meeting, notice of any resolution which may properly be moved and is intended to be moved at the meeting,
  - (b) circulate to members entitled to have notice of any general meeting sent to them, any statement of not more than one thousand words with respect, to the matter referred to in any proposed resolution or the business to be dealt with at that meeting.
- (2) The number of members necessary for a requisition under clause (1) hereof shall be:
- (a) Such member or members as represent not less than one twentieth of the total voting power of all the members having at the date of requisition a right to vote on the resolution or business to which the requisition relates; or
  - (b) not less than one hundred members having the right aforesaid and holding shares in the Company on which there has been paid up an aggregate sum of not less than rupees one lakh in all.
- (3) Notice of any such resolution shall be given and any such statement shall be circulated to members of the Company entitled to have notice of the meeting sent to them by serving a copy of the resolution or statement on each member in any manner permitted by the Act for service of notice of the meeting and notice of any such resolution shall be given to any other member of the Company giving notice of the general effect of the resolution in any manner permitted by the Act for giving him notice of meeting of the Company. The copy of the resolution shall be served or notice of the effect of the resolution shall be given as the case may be in the same manner, and so far as practicable at the same time as notice of the meeting, and where it is not practicable for it to be served or given at that time, it shall be served or given as soon as practicable thereafter.
- (4) The Company shall not be bound under this Article to give notice of any resolution or to circulate any statement unless –
- (a) a copy of the requisition signed by the requisitionists (or two or more copies which between them contain the signature of all requisitionists) is deposited at the registered office of the Company,
    - (i) in the case of a requisition requiring notice of resolution, not less than six weeks before the meeting, and
    - (ii) in the case of any other requisition not less than two weeks before the meeting, and
  - (b) there is deposited or tendered with the requisition a sum reasonably sufficient to meet the Company's expenses in giving effect thereto.

PROVIDED THAT if after a copy of the requisition requiring notice of a resolution has been deposited at the registered office of the Company, and an annual general meeting is called for a date six weeks or less after such copy has been deposited the copy although not deposited within the time required by this clause, shall be deemed to have been properly deposited for the purpose thereof.

- (5) The Company shall not also be bound under this Article to circulate any statement, if on the application either of the Company or of any other person who claims to be aggrieved

the court is satisfied that the rights conferred by this clause are being abused to secure needless publicity for defamatory matter.

- (6) Notwithstanding anything in the Articles contained, the business which may be dealt with at an annual general meeting shall include a resolution of which notice is given in accordance with this Article and for the purpose of this clause notice shall be deemed to have been so given notwithstanding the accidental omission in giving it to one or more members.

**Extra-ordinary general meeting by Board and by requisition**

98. The Directors may whenever they think fit convene an extra ordinary general meeting and they shall on requisition of the members as hereinafter provided forthwith proceed to convene an extra-ordinary general meeting of the Company.

**Contents of requisition and number of requisitionists required and the conduct of meeting**

99. In case of requisition the following provisions shall have effect:
  - (1) 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.
  - (2) The requisition may consist of several documents in like form, each signed by one or more requisitionists.
  - (3) The number of members entitled to requisition a meeting in regard to any matter shall be such number as hold at the date of the deposit of the requisition not less than one tenth of such of the paid up capital of the Company as at that date carried the right of voting in regard to that matter.
  - (4) Where two or more distinct matters are specified in the requisition, the provisions of sub clause (3) shall apply separately in regard to such matter and the requisition shall accordingly be valid only in respect of those matters in regard to which the conditions specified in that clause is fulfilled.
  - (5) If the Board does not, within twenty-one days from the date of the deposit of a 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.
    - (a) by the requisitionists themselves, or
    - (b) 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 the paid share capital of the Company as is referred to in sub-clause (3) whichever is less.

PROVIDED THAT for the purpose of this sub-clause the. board shall, in the case of a meeting at which a resolution is to be proposed as a special resolution be deemed not to have duly convened the meeting if they do not give such notice thereof as is required by sub-section (2) of Section 189 of the Act.

- (6) a meeting called under clause (5) by requisitionists or any of them;
  - (a) shall be called in the same manner as nearly possible, as that in which meetings are to be called by the Board, but
  - (b) shall not be held after the expiration of three months from the date of the deposit of the requisition.

PROVIDED THAT nothing in sub-clause (b) shall prevent a meeting duly commenced before the expiry of the period of three months aforesaid from adjourning to some day after the expiry of that period.

- (7) Where two or more persons hold any shares in the Company jointly a resolution or a notice calling a meeting 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.
- (8) Any reasonable expenses incurred by the requisitionists by reason of failure by the Board to duly call a meeting shall be repaid to the requisitionists by the Company and any sums so repaid shall be retained by the Company out of any sum 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.

#### **Length of notice of meeting**

100. (1) A general meeting of the Company may be called by giving not less than twenty one days notice in writing.
- (2) A general meeting may be called after giving shorter notice than that specified in clause (1) hereof if consent is accorded thereto:
  - (i) in the case of an annual general meeting by all the members entitled to vote thereat and
  - (ii) in case of any other meeting, by members of the Company holding not less than ninety-five percent of such part of the paid up share capital of the Company as gives a right to vote at the meeting.

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

#### **Contents and manner of service of notice**

101. (1) Every notice of a meeting of the Company shall specify the place and the day and hour of the meeting and shall contain a statement of the business to be transacted thereat.
- (2) Subject to the provisions of the Act, notice of every general meeting shall be given:
  - (a) to every member of the Company in the manner authorised by sub-sections (1) to (4) of Section 53 of the Act.
  - (b) to the persons entitled to a share in consequence of the death, or insolvency of a member, by sending it through post in a prepaid letter addressed to them by name or by the title of representatives of the deceased or assignee, of the insolvent, or by like description, at the address if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied by giving the notice in any manner in which it might have been given if death or insolvency had not occurred; and
  - (c) to the Auditors or Auditor for the time being of the Company, in any manner authorized by section 53 of the Act in the case of any member of the Company.

PROVIDED THAT where the notice of a meeting is given by advertising the same in newspaper circulating in the neighborhood of the registered office of the Company under sub-section (3) of Section 53 of the Act, the statement of material facts referred to in Section 173 of the Act need not be annexed to the notice as required by that Section, but it shall be mentioned in the advertisement that the statement has been forwarded to the members of the Company.

- (3) Every notice convening a meeting of the Company shall state that a member entitled to attend and vote at the meeting is entitled to appoint a proxy to vote and attend instead of himself and that a proxy need not be a member of the Company.

**Special and ordinary business, explanatory statement**

102. (1) (a) In the case of an annual general meeting, all business to be transacted at the meeting, shall be deemed special with the exception of business, relating to :
- (i) The consideration of the accounts, balance sheets and reports of the Board of Directors and Auditors.
  - (ii) The declaration of dividends.
  - (iii) The appointment of Directors in the place of those retiring, and
  - (iv) The appointment of and the fixing of the remuneration .of the auditor.
- (b) In the case of any other meeting all business shall be deemed special.
- (2) Where any item of business to be transacted at the meeting of the Company is deemed to be special as aforesaid, there shall be annexed to the notice of the meeting a statement, setting out all material facts concerning each such item of business including in particular the nature of the concern or interest, if any therein of every Director.

PROVIDED THAT where any item of special business at the meeting of the Company relates to or affects any other Company the extent of shareholding interest in that other Company of every Director shall be set out in the statement, if the extent of such shareholding interest is not less than 20 percent of the paid-up share capital of that other Company.

- (3) 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 a resolution passed**

103. The accidental omission to give any such notice as aforesaid to or the non-receipt thereof by any member or other persons to whom it should be given shall not invalidate proceedings of any such meeting.

**Notice of business to be given**

104. No general meeting, annual or extra-ordinary shall be competent to enter upon, discuss or transact any business, which has not been mentioned in the notice or notices convening the meeting.

**Quorum**

105. Five members entitled to vote and present in person shall be quorum for general meeting and no business shall be transacted at the general meeting unless the quorum requisite be present at the commencement of the meeting. A body corporate being a member shall be deemed to be personally present if it is represented in accordance with Section 187 of the Act. President of India or the Governor of a State being a member of the Company shall be deemed to be personally present if he is represented in accordance with Section 187 of the Act.

**Presence of quorum**

106. If within half an hour from the time appointed for holding a meeting of the Company a quorum is not present the meeting if called by or upon the requisition of members shall stand dissolved and in any other case the meeting shall stand adjourned to the same day in the next week or if that day is a public holiday until the next succeeding day which is not a public holiday at the same time and place or to such other day and at such other time and place as the Board may determined. If at the adjourned meeting also a quorum is not present within half an hour from

the time appointed for holding the meeting the members present shall be quorum and may transact the business for which the meeting was called.

#### **Resolution passed at the adjourned meeting**

107. Where a resolution is passed at any adjourned meeting of the Company, the resolution shall for all purposes be treated as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date.

#### **Chairman of the general meeting**

108. 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 shall decline to take the Chair, the Directors' present shall elect one of them as Chairman) and if no Director be present or if the Director present declines to take the chair, then the members present shall elect one of their number to be a Chairman. 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 the Chairman elected on show of hands shall exercise all the powers of the Chairman under the said provisions. If some other person is elected as a result of the poll he shall be the Chairman for the rest of the meeting.

#### **Business confined to election of Chairman whilst Chair vacant**

109. No business shall be discussed at any general meeting except the election of a Chairman whilst the chair is vacant.

#### **Adjournment of meeting**

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

#### **Voting to be by show of hands in the first instance**

111. At any general meeting, a resolution put to the vote of the meeting shall unless a poll is demanded under Article 113 be decided on show of hands.

#### **Chairman's declaration of result of voting on show of hands**

112. A declaration by the Chairman that in pursuance of Article 111, 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 votes in favour or against such resolution.

#### **Demand for Poll**

113. (1) Before or on the declaration of the result of the voting on any resolution on show of hands a poll may be ordered to be taken by the Chairman of the meeting of his own motion and shall be ordered to be taken by him on demand made in that behalf by the person or persons specified below, that is to say :
- (a) by at least five members having the right to vote on the resolution and present in person or by proxy; or

- (b) by any member or members present in person or by proxy and having not less than one tenth of the total voting power in respect of the resolution; or
  - (c) by any member or members present in person or by proxy and holding shares in the Company conferring a right to vote on the resolution being share on which aggregate sum has been paid up which is not less than one-tenth of the total sum paid up on all the shares conferring that right.
- (2) The demand for a poll may be withdrawn at any time by the person or persons who made the demand

**Time of taking Poll**

114. A poll demanded on any question of adjournment shall be taken forthwith. A poll demanded on any other question (not relating to the election of a Chairman which is provided for in Article 108) shall be taken at such time not being later than forty-eight hours from the time when the demand was made and in such manner and place as the Chairman of the meeting may direct.

**Chairman's casting vote**

115. In the case of an equality of votes the Chairman shall both on a show of hands and a poll (if any) have a casting vote in addition to the vote or votes to which he may be entitled as a member.

**Scrutineers at Poll**

116. Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the vote given on the poll and to report thereon to him. One of the scrutineers so appointed 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. The Chairman shall have the power at any time before the result of the poll is declared to remove the scrutineer from office and fill vacancies in the office of the scrutineer arising from such removal or from any other cause.

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

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

**Special notice**

118. Where by any provision contained in the Act or in these Articles, special notice is required for any resolution, notice of the intention to move the resolution shall be given to, the Company not less than fourteen days before the meeting at which it is to be moved exclusive of the day on which the notice is served and the day of the meeting. The Company shall immediately after the notice of the intention to move any such resolution has been received by it give its members notice of the resolution in the same manner as it gives notice, of the meeting or if that is not practicable, shall give them notice thereof either by advertisement in a newspaper having an appropriate seven days before the meeting.

**Resolutions requiring special notice**

119. The following resolution shall require special notice:
- (1) Resolution under Section 225 of the Act at an annual general meeting appointing as Auditor person other than a retiring Auditor or providing expressly that a retiring Auditor shall not be re-appointed.
  - (2) Resolution under Section 284 of the Act removing a Director before the expiry of his period of office.
  - (3) Resolution under Section 284 of the Act appointing a Director in place of the Director so removed.

### **Registration of documents with the registrar**

120. A copy of each of the following (together with copy of resolution/the statement of material facts annexed under Section 173 of the Act to the notice of the meeting in which such resolution has been passed) or agreement shall within thirty days after the passing or making thereof be printed or typewritten and duly certified under the signature of the officer of the Company and filed with the Registrar.
- (a) Every special resolution.
  - (b) Every resolution which has been agreed to by all members of the Company, but which, if not so agreed to would not have been effective for the purpose unless it had been passed as special resolution.
  - (c) Every resolution of the Board of Directors or agreement executed by the Company relating to the appointment, re-appointment or renewal of appointment or variation in the terms of appointment of a Managing Director.
  - (d) Every resolution or agreement which has been agreed to by all the members of any class of shareholders but which if not so agreed to would not have been effective for the purpose unless it had been passed by some particular majority required by the Act or by these Articles and every resolution or agreement which effectively binds all the members or any class of shareholders though not agreed to by all of them.
  - (e) Every resolution passed by the Company.
    - (i) According consent to the exercise by the Board of Directors of any of the powers under clause (a), (d) and (e) of sub-section (1) of the Section 293 of the Act
    - (ii) Approving the appointment of sole selling agents under Sections 294 and 294AA of the Act,
  - (f) A resolution for voluntary winding up of the Company.
  - (g) Copies of the terms and conditions of appointment of a Sole Selling Agent appointed under Section 294 or of a Sole Selling Agent or other person appointed under Section 294 AA.

A copy of every such resolution or agreement for the time being in force shall also be embodied in or annexed to every copy of these Articles issued after the passing of the resolution or the making of the agreement.

### **VOTES OF MEMBERS**

#### **Members paying money in advance not to be entitled to vote in respect thereof**

121. A member paying the whole or a part of the amount remaining unpaid on any share held by them although no part of that amount has been called up, shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.

#### **Restriction on exercise of voting rights of members who have not paid calls**

122. No member shall exercise any voting rights in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised any right of lien.

#### **Number of votes to which member entitled**

123. Subject to the provisions of Articles 121 and 122 every member of the Company holding any share capital and otherwise entitled to vote shall, on a show of hands when present in person (or being a body corporate present by a representative duly authorised) have one vote and on

a poll when present in person (including a body corporate by a duly authorised representatives) or by an agent authorised under a Power of Attorney or by proxy, his voting right shall be in proportion to his share of the paid up equity share capital of the Company.

PROVIDED HOWEVER, if any Preference shareholder be present at any meeting of the Company, save as provided in clause (b) of sub-section (2) of Section 87, he shall have a right to vote only on resolutions before the meeting which directly affect the rights attached to his preference share. A member is not prohibited from exercising his voting rights on the ground that he has not held his shares or interest in the Company for any specified period preceding the date on which the vote is taken.

#### **Vote of members of unsound mind**

124. A member of unsound mind or in respect of whom order has been made by any Court having jurisdiction in lunacy, may vote whether on a show of hands or on a poll by his committee or other legal guardian and any such committee or guardian may on a poll vote by proxy.

#### **Vote of joint members**

125. If there be joint registered holders of any shares anyone of such persons may vote at any meeting personally or by an agent duly authorised under a Power of Attorney or by proxy in respect of such shares, as if were solely entitled thereto but the proxy so appointed shall not have any right to speak at the meeting, and if more than one of such joint holders be present at any meeting either personally or by agent or by proxy that one of the said person so present who stands higher on the Register shall alone be entitled to speak and to vote in respect of such shares, but the other or others of the joint holder shall be entitled to be present at the meeting provided always that a person present at any meeting personally shall be entitled to vote in preference to a person present by an agent duly authorised under a Power of Attorney or by proxy although the name of such person present by agent or proxy stands first or higher in the Register in respect of such shares Several executors or administrators of a deceased member in whose name shares stand shall for the purpose of these Articles be deemed joint holders thereof.

#### **Representation of body corporate**

126. (1) A body corporate (whether a Company within the meaning of the Act or not) may, if it is member a creditor of the Company (including a holder of debenture), authorise such person as it thinks fit by a resolution of its Board of Directors or other Governing Body to act as its representative at any meeting of the creditors of the Company or debenture holders of the Company. A person authorised by resolution as aforesaid shall be entitled to exercise the same rights and power (including the rights to vote by proxy) on behalf of the body corporate which he represents as that body could exercise if it were an individual member, creditor or holder of debenture of the Company.

#### **Representative of President of India or Governor of State**

- (2) Where the President of India or the Governor of a State is a member of the Company, the President or, as the case may be, the Governor may appoint such person as he thinks fit to act as his representative at any meeting of the Company or at any meeting of any class of members of the Company and such a person shall be deemed to be a member of the Company and shall be entitled to exercise the same rights and powers including the right to vote by proxy as the President, or as the case may be, the Governor could exercise as a member of the Company.

#### **Votes in respect of deceased or insolvent members**

127. Any person entitled under the Transmission Clause to transfer any shares may vote at any general meeting in respect thereof in the same manner as if he was the registered holder of such shares, provided that at least forty eight hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Directors of his rights to transfer such shares and give such indemnity (if any) as the Directors may require unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

### **Voting in person or by proxy**

128. Subject to the provisions of these Articles vote may be given either personally or by proxy.

### **Right of member to use his votes differently**

129. On a poll taken at a meeting of the Company a member entitled to more than one vote or his proxy, or other persons 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.

### **Proxies.**

130. Any member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of himself. PROVIDED ALWAYS that a proxy so appointed shall not have any right whatsoever to speak at the meeting. Every notice convening a meeting of the Company shall state that a member entitled to attend and vote is entitled to appoint one or more proxies.

### **Proxy either for specified meeting or for a period**

131. An instrument of proxy may appoint a proxy either for the purpose of a particular meeting specified in the instrument and any adjournment thereof or it may appoint for the purposes of every meeting to be held before a date specified in the instrument and every adjournment of any such meeting.

### **No proxy to vote on a show of hands**

132. No member present only by proxy shall be entitled to vote on a show of hands.

### **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 of that Power of Attorney or authority, shall be deposited at the office forty eight hours before the time for holding the meetings at which the person named in the instrument proposes 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.

### **Form of proxy**

134. Every instrument of proxy whether for specified meeting or otherwise shall as nearly as circumstances will admit, be in any of the forms set out in Schedule IX to the Act, and 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 any officer or attorney duly authorised by it.

### **Inspection of proxies**

135. Every member entitled to vote at a meeting of the Company according to the provisions of these Articles on any resolutions 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 proxies lodged, at any time during the business hours of the Company provided not less than three day's notice in writing of the intention so to inspect is given to the Company.

### **Validity of votes given by proxy notwithstanding revocation of authority**

136. A vote given in accordance with terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the proxy or of any Power of Attorney or authority under which such proxy was signed, or the transfer of the shares in respect of which the vote is given, provided that no intimation in writing of the death, insanity, revocation or transfer shall have been received at the Office before the commencement of the meeting, or adjourned meeting at which the proxy is used.

### **Time for objection to vote**

137. No objection shall be made to the qualification of any voter or to the validity of a vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote whether given personally or by proxy, not disallowed at such meeting shall be valid

for all purposes. Any such objection made in due time shall be referred to the Chairman of the Meeting.

**Chairman of any meeting to be the judge of validity of any vote**

138. The Chairman of any meeting shall be the sole judge of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

**Custody of instrument**

139. If any such instrument of appointment be confined to the object of appointing an attorney or proxy for voting at meeting of the Company it shall remain permanently or for such time as the Directors may determine in the custody of the Company. If embracing other objects copy thereof examined with the original shall be delivered to the Company to remain in the custody of the Company.

**DIRECTORS**

**Number of Directors**

140. (a) Until otherwise determined in a General Meeting of the Company and subject to the provisions of the Act, the number of Directors of the Company shall not be less than three and nor more than twelve or such higher number is may be permitted from time to time.

- (b) The following persons shall be the first Directors of the Company.

1. **SHRI SANJAY GUPTA**
2. **SHRI ATANU CHAKRABORTY**
3. **SHRI RAJESH SHAH**
4. **SHRI MOHAMMAD YUSUF FAROOQUI**

**Power to Appoint Directors**

141. (a) Subject to the provisions of the Act and Articles 142, 143, 144 and 145 of the Articles of Association so long as Gujarat State Petroleum Corporation Limited holds not less than 26% in the share capital of the Company, directly or indirectly through its subsidiaries or associates, it shall be entitled to nominate and appoint majority of the directors on the Board of Directors of the Company. Such Directors, not exceeding 1\3rd of total number of directors, shall not be liable to retire by rotation. Each such permanent director shall hold office until he is either removed from the office or another person nominated or appointed in his place, or until he vacates the office by resignation or otherwise. The removing the directors shall be as per the provisions of the Act.

**Chairman**

- (b) Subject to the provisions of the Articles 141(a) so long as Gujarat State Petroleum Corporation Limited holds not less than 26% in share capital of the Company, directly or indirectly through its subsidiaries or associates, the Chairman of the Board shall be nominated by Gujarat State Petroleum Corporation Limited from time to time.

**Debenture Directors**

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

### **Corporation Directors**

143. Notwithstanding anything to the contrary contained in these Articles, and subject to agreement of the Company for appointment of Corporation Directors in the Loan Agreement/Debenture Trust Deed / other Agreement, so long as any moneys remain owing by the Company to the Industrial Development Bank of India (IDBI), Industrial Finance Corporation of India Limited (IFCI), The Industrial Credit and Investment Corporation of India Limited (ICICI), Life Insurance Corporation of India (LIC), Gujarat Industrial Investment Corporation Limited (GIIC), Gujarat State Financial Corporation Limited (GSFC), and Unit Trust of India (UTI) or to any other Finance Corporation or Credit Corporation or to any other Financing Company or Body or any Bank out of any loans granted by them to the Company or so long as IDBI, IFCI, ICICI, LIC, GIIC, GSFC, and UTI or any other Financing Company or Body or any Bank (each of which IDBI, IFCI, ICICI, LIC, GIIC, GSFC and UTI or any other Finance Corporation or Credit Corporation or any other Financing Company or Body or any Bank is hereinafter in this Article referred to as "The Corporation") continue to hold debentures in the Company by direct subscription or private placement, or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time any person or persons as a Director or Directors, whole time or non whole time, (which Directors or Directors is/are hereinafter referred to as "Nominee Director/s") on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place/s

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

The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or so long as the Corporation holds Debentures in the Company as a result of direct subscription or private placement or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or the liability of the Company arising out of any Guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office immediately the moneys owing by the Company to the Corporation is paid off or on the Corporation ceasing to hold Debentures/Shares in the Company or on the satisfaction of the liability of the Company arising out of any Guarantee furnished by the Corporation.

The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and/or the Meetings of the Committee of which the Nominee Director/s is/are members as also the minutes of such meetings. The Corporation shall also be entitled to receive all such notices and minutes.

The Company shall pay to the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled, but if any other fees, commission monies or remuneration in any form is payable to the Directors of the Company, the fees, commission, monies and remuneration in relation to such Nominee Director/s shall accrue to the Corporation and same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Corporation or as the case may be to such Nominee Director/s.

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

PROVIDED FURTHER THAT if such Nominee Director/s is an officer of the Reserve Bank of India, the sitting fees in relation to such Nominee Director/s shall also accrue to IDBI and the same shall accordingly be paid by the Company directly to IDBI.

### **Special Directors**

144. In connection with any collaboration arrangement with any Company or Corporation or any firm or person for supply of technical know-how and/or machinery or technical advice, the Directors may authorise such Company, Corporation, firm or person hereinafter in the clause referred to as "Collaborator" to appoint from time to time any person as a Director of the Company (hereinafter referred to as "Special Director") and may agree that such Special Director shall not be liable to retire by rotation so however that such Special Director shall hold office so long as such collaboration arrangement remains in force.

The collaborator may at any time and from time to time remove such Special Director appointed by it and may at any time after such removal and also in the case of death or resignation of the person so appointed at any time appoint any other person as a Special Director in his place and such appointment or removal shall be made in writing signed by the collaborator or his/its authorised representative and shall be delivered to the Company at its registered office. It is clarified that every collaborator entitled to appoint a Director under this Article may appoint one such person as a Director so that if more than one collaborator is so entitled there may be at any time as many Special Directors as the number of Collaborators eligible to make appointment.

### **Limit on number of non-rotational Directors**

145. The provisions of Articles 141, 142, 143 and 144 are subject to the provisions of Section 255 of the Act and the number of such Directors appointed under Articles 141, 142, 143 and 144, excluding the Directors appointed by financial institutions for which special provisions have been made in the respective laws relating to such institutions shall not exceed in the aggregate one third of the total number of Directors for the time being in office. The remaining Directors shall be appointed by the Company in General Meeting. The provisions of this Article shall not apply so long as the Company is a wholly owned government company.

### **Appointment of alternate Director**

146. The Board may appoint an Alternate Director to act for a Director (hereinafter called "The Original Director") during absence of the original Director from the State of Gujarat for a period of not less than 3 months. Every such Alternate Director shall subject to his giving to the Company an address in India at which notice may be served on him be entitled to notice of meeting of Directors and to attend and vote as a Director and be counted for the purpose of a quorum and generally at such meeting to have and exercise all the powers and duties and authorities of the original Director. The Alternate Director appointed under this Article shall vacate office as and when the Original Director returns to the State of Gujarat. If the term of office of the Original Director is determined before he returns to the State of Gujarat any provision in the Act or in these Article for the automatic re-appointment of retiring Director in default of another appointment shall apply to the original Director and not to the Alternate Director.

### **Director may fill vacancies**

147. The Directors shall have power at any time and from time to time to appoint any qualified person to be a Director to fill a casual vacancy. Such casual vacancy shall be filled by the Board of Directors at a meeting of the Board. Any person so appointed shall retain his office only upto the date upto which the Director in whose place he is appointed would have held office, if it had not been vacated as aforesaid but he shall then be eligible for re-election.

### **Additional Director**

148. The Directors shall also have power at any time and from time to time to appoint any qualified person to be a Director as an addition to the Board but so that the total number of Directors shall not at any time exceed the maximum fixed. Any person so appointed as an addition to the Board shall retain his office only upto the date of the next annual general meeting but shall be eligible for election at such meeting.

### **Share qualification of Directors**

149. A Director shall not be required to hold any qualification shares.

### **Remuneration of Directors**

150. The remuneration of Director for his service shall be such sum as may be fixed by the Board of Directors not exceeding the limit specified under the Companies Act, 1956. The Directors subject to the sanction of the Central Government (if any required) may be paid such further remuneration 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 Board may from time to time determine, and in default of such determination shall be divided among the Directors equally provided that if a Member of Parliament or a Member of Legislative Assembly is a Director, he shall not be entitled to any such remuneration or further remuneration.

### **Extra remuneration to Directors for special Services**

151. Subject to the provisions of Sections 198, 309, 310 and 314 of the Act, if any Director being willing shall be called upon to perform extra services (which expression shall include work done by a Director as a member of any Committee formed by the Directors or in relation to signing share certificates) or to make special exertion in going or residing out of his usual place of residence or otherwise for any of the purpose of the Company, the Company shall remunerate the Director so doing either by a fixed sum or otherwise as may be determined by the Directors, and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided, provided that if a Member of Parliament or a Member of legislative Assembly is a Director, he shall not be entitled to any such remuneration

### **Traveling expenses incurred by Directors on Company's business**

152. The Board of Directors may subject to the limitations provided by the Act allow and pay to any Director who attends a meeting of a place other than his usual place of residence for the purpose of attending a meeting, such sum as the Board may consider fair compensation for traveling, hotel and other incidental expenses properly incurred by him, in addition to his fee for attending such meeting as above specified provided that such payments payable to a Director who is a Member of Parliament or a Member of Legislative Assembly shall not be higher than the amount of traveling allowance, daily allowance and any other compensatory allowance, if any, payable to him as such a Member of Parliament or as a Member of Legislative Assembly as the case may be.

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

153. The continuing Directors may act notwithstanding any vacancy in their body, but if and as long as their number is reduced below the quorum fixed by these Articles 'for a meeting of the Board of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that fixed for the quorum or for summoning a general meeting of the Company, but for no other purpose.

### **Disqualification of Directors**

154. A person shall not be capable of being appointed Director of the Company if
- (a) he has been found to be of unsound mind by a court of competent jurisdiction and the finding is in force;
  - (b) he is an undischarged insolvent;
  - (c) he has applied to be adjudged an insolvent and his application is pending;
  - (d) he has been convicted by a court of any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than six months and a period of five years has not elapsed from the date of expiry of the sentence.
  - (e) he has not paid any call in respect of shares of the Company held by him whether alone or jointly with others and six months have elapsed from the last day fixed for the payment of the call, or

- (f) an order disqualifying him for appointment as Director has been passed by a Court in pursuance of Section 203 of the Act and. is in force; unless the leave of the Court has been obtained for his, appointment in pursuance of that section.

#### **Vacation of office by Directors**

155. (1) The Office of a Director shall become vacant, if;
- (a) he is found to. be of, unsound mind by a court of competent jurisdiction, or
  - (b) he has applied to be adjudged an insolvent, or
  - (c) he is adjudged an insolvent, or
  - (d) 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
  - (e) he fails to pay call in respect of shares of the Company held by him, whether alone or jointly with others, within six months from the last date for the payment of the call unless the Central Government by a Notification removed the disqualification incurred by such failure, or
  - (f) he absents himself from three consecutive meetings of the Board of Directors or from all meetings of the Board for a continuous period of three months, whichever is longer without obtaining leave of &absence from the Board, or
  - (g) he (whether by himself or by any person for his benefit or on his account) or any firm in which he is a Director, accepts a loan or any guarantee or security for a loan from the Company in contravention of Section 295 of the Act, or
  - (h) he being 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 fails to disclose the nature-of his concern or interest at a meeting of the Board of Directors as required. by Section 299 of the Act, or
  - (i) he becomes disqualified by an order of the Court under Section 203 of the Act, or
  - (j) he is removed by an ordinary resolution of the Company before the expiry of his period of office, or
  - (k) if by notice in writing to the Company he resigns his, office, or
  - (l) having been appointed a Director by virtue of his holding any office or other employment in the Company, he ceases to hold. such office or other employment in the company.
- (2) Notwithstanding anything contained in sub-Clauses (c), (d) and (i) of clause (1) hereof, the disqualification referred to in these clauses shall not take effect.
- (a) for thirty days from the date of the adjudication, sentence or order.
  - (b) Where any appeal or petition is preferred within the thirty days aforesaid against the adjudication, sentence or conviction resulting in the sentence or order, until the expiry of seven days from the date on which such appeal or petition is disposed of. or
  - (c) where within the seven days aforesaid further appeal or petition is preferred in respect of the adjudication, sentence, conviction or order, and the appeal or petition if allowed would end in the removal of the disqualification, until such further appeal or petition is disposed of.

### **Removal of Directors**

- (3) (a) The Company may (subject to the provisions of Section 284 and other applicable provisions of the Act and these Articles) by ordinary resolution remove any director before the expiry of his period of office.
- (b) Special notice as provided by Article 118 or Section 190 of the Act shall be required of any resolution to remove a Director under the Article or to appoint some other person in place of Director so removed at the meeting at which he is removed.
- (c) On receipt of notice of resolution to remove a Director under this Article, the Company shall forthwith send a copy thereof to the Director concerned and the Director (whether or not he is member of the Company) shall be entitled to be heard on the resolution at the meeting.
- (d) Where notice is given of a resolution to remove. Director under this Article and the Director concerned makes with respect thereto a representation in writing to the company (not exceeding a reasonable length) and requests its notification to members of the company, the company shall unless the representation is received by it too late for it to do so (a) In the notice of resolution given to members of the Company state the facts of the representation having been made, and (b) send a copy of the representation to every member of the company to whom notice of the meeting is sent (before or after the representation by the company) and if a copy of the representation is not sent as aforesaid because it was received too late or because of the company's default the Director may (without prejudice to his right to be heard orally require that the representation shall be read out at the meeting; provided that copies of the representation need not be sent or heard if, the Court is satisfied that the rights conferred by this sub-clause are being abused to secure needless publicity for defamatory matter.
- (e) A vacancy created by the removal of a Director under this Article may, if he had been appointed by the Company in General Meeting or by the Board in pursuance of Article 147 or Section 262 of the Act be filled by the appointment of another Director in his stead by the meeting at which he is removed, provided special notice of the intended appointment has been given under sub-clause (3) hereof. A Director so appointed shall hold office until the date upto which his predecessor would have held office if he had not been removed as aforesaid.
- (f) If the vacancy is not filled under sub-clause (e), it may be filled as a casual vacancy in accordance with the provisions in so far as they are applicable of Article 147 or Section 262 of the Act, the all the provisions of that Article and Section shall apply accordingly.
- (g) A Director who was removed from office under this Article shall not be re-appointed as a Director by the Board of Directors.
- (h) Nothing contained in this Article shall be taken:
- (i) as depriving a person removed hereunder of any compensation or damages payable to him in respect of the termination of his appointment as director; or
  - (ii) as derogating from any power to remove a Director which may exist apart from this Article.

### **Resignation of Directors**

155. A Director may at any time give a notice in writing of his wish to resign by delivering such notice to the Secretary or leaving the same at the registered office of the Company and there upon his office shall be vacated.

### **Directors may contract with Company**

156. Subject to compliance with the provisions of Sections 297, 299, 300 and 314 of the Act and save as therein provided no Director shall be disqualified by his office from holding any office or place of profit under the Company or under any Company in which this Company shall be a shareholder or otherwise interested, or from contracting with the Company either as vendor, purchaser, agent, broker or otherwise, nor shall any such contract or any arrangement entered into by or on behalf of the Company in which any Director shall be in anyway interested be avoided, nor shall any Director be liable to account to the Company for profit arising from any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established.

### **Disclosure of Director's interest**

157. (1) Every Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or arrangement, or proposed arrangement or contract entered into or to be entered into, by or on behalf of the Company, shall disclose the nature of his concern or interest in a meeting of the Board of Directors in the manner provided in Section 299 (2) of the Act.
- (2) (a) In the case of proposed contract or arrangement the disclosure required to be made by a Director under clause (1) 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 that meeting, concerned or interested in the proposed contract or arrangement at the first meeting of the Board held after he be so concerned or interested.
- (b) In 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.
- (3) (a) For the purpose of clause (1) and (2) a general notice given to the Board by a Director to the effect that he is a Director or a member of a specified body corporate or is a 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 disclose of concern or interest into relation to any contract or arrangement so made.
- (b) 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 financial year in which it would otherwise expire.
- (c) No such general notice, and no renewal thereof shall be of effect unless either it is given at a meeting of the Board, or the Director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.
- (4) Nothing in this Article shall apply to any contract or arrangement entered into or to be entered into between the Company and any other Company where anyone or more of the Directors of the Company together holds or hold not more than two percent of the paid-up share capital in the .other Company.

### **Board Resolution necessary for certain contracts**

158. (1) 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 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.
- (a) for the sale, purchase or supply of goods, materials or services, or

(b) for underwriting the subscription of any shares in or debentures of the Company.

PROVIDED THAT so long as paid up share capital of the Company is not less than Rupees one crore no such contract shall be entered into except with the previous approval of the Central Government.

(2) Nothing contained in clause (a) of sub-clause (1) shall affect :

(a) the purchase of goods and materials for 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 prices; or

(b) 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 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 periods of the contract or contracts, or

(3) Notwithstanding anything contained in Clause (1) & (2) 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 of any goods, materials or services even if the value of such goods or cost of such services exceeds rupees five thousand in the aggregate in any year comprised in the period of the contract but in such a case of consent of the Board shall be obtained at a meeting within three months of the date on which the contact was entered into.

(4) Every consent of the Board required under this Article shall be accorded by a resolution of the Board required under clause (1) and the same shall not be deemed to have been given within the meaning of that clause unless the consent is accorded before the contract is entered into or within three months of date on which it was entered into.

(5) If the consent is not accorded to any contract under this Article anything done in pursuance of the contract will be voidable at the option of the Board.

**Disclosure to members of Director's interest in contract in appointing manager or Managing Director'**

159. If the Company -

(a) enters into a contract for the appointment of a manager or a Managing Director of the Company in which contract any Director of the Company is in any way directly or indirectly concerned or interested, or

(b) varies any such contract already in existence and in which a Director is concerned or interested as aforesaid the provisions of Section 302 of the Act shall be complied with.

**Profit by Directors etc. Holding of Office of profit**

160. (1) Except with the consent of the Company accorded by a special resolution as provided under Section 314 of the Act.

(a) No Director of the Company shall hold any office or place of profit; and

(b) No partner or relative of such Director, no firm in which such a Director or a relative is a partner, no private Company of which such director is a director or member and no director or manager of such a private company shall hold any office or place of profit carrying a total monthly remuneration of rupees five hundred or more, except that of managing director or manager, banker, or trustees for the holders of debentures of the Company.

- (i) under the Company; or
- (ii) under any subsidiary of the Company, unless remuneration 'received from such subsidiary in respect of such office or place of profit is paid over to the Company or its holding Company.

PROVIDED THAT it shall be sufficient if the special resolution according the consent of the Company is passed at the general meeting of the Company held for the first time after the holding of such office or place of profit.

PROVIDED FURTHER THAT where a relative of a Director, or a firm in which such relative is a partner, is appointed to an office or place of profit under the Company or a subsidiary thereof without the knowledge of the Director, the consent of the Company may be obtained either in the general meeting aforesaid or within three months from the date of the appointment which ever is later.

For the purpose of this clause a special resolution according consent shall be necessary for every appointment in the first instance to an office or place of profit and to every subsequent appointment to such office or place of profit on a higher remuneration not covered by the special resolution except where an appointment on a time scale has already been approved by the special resolution.

- (2) Nothing in clause (1) shall apply where a relative of a Director or a firm in which such relative is a partner holds any office or place of profit under the Company or a subsidiary there of having been appointed to such office or place of profit before such Director becomes a director of the Company,
- (3) If any office or place of profit is held in contravention of the provisions of Clause (1) above or except as provided by Clause (2) above, the Director, partner, relative, firm, private Company or the manager concerned shall be deemed to have vacated his or its office as such on and from the date next following the date of the general meeting of the Company referred to in the proviso to Clause (1) above or, as the case may be the date of the expiry of the period of three months referred to in the second proviso to Clause (1) above, and shall also be liable to refund to the Company remuneration received or the monetary equivalent of any perquisite or advantage enjoyed by him or it for the period immediately preceding the date aforesaid in respect of such office or place of profit.
- (4) Every individual, firm, private company, or other body corporate proposed to be appointed to any office or place of profit to which this Article applies shall, before or at the time of such appointment, declare in writing whether he or it is or is not connected with the Director of the Company in any of the ways referred to in Clause (i).
- (5) Any office or place of profit shall be deemed to be an office or place of profit under the Company within the meaning of Clause (1).
  - (a) in case the office or place of profit is held by a Director, if the Director holding it obtains from the Company anything by way of remuneration over and above the remuneration to which he is entitled as such Director whether as salary, fees, commission, perquisites, the right to occupy free of rent any premises as a place of residence or otherwise.
  - (b) in case the office or place of profit is held by an individual other than a Director or by any firm, private company or other body corporate if the individual, firm, private company or body corporate holding it obtains from the Company anything by way of remuneration whether as salary, fees, commission, perquisites, the right to occupy free of rent any premises as a place of residence or otherwise.

**Payment of pension etc. to Directors who held salaried office, etc. with the Company**

- (c) The Board on behalf of the Company may pay a gratuity or pension or allowance

on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependents and may make contributions to any fund for provision of any such gratuity, pension or allowance.

- (6) Notwithstanding anything contained in sub-clause (1) :
- (a) No partner or relative of a Director or Manager,
  - (b) no firm in which such Director or Manager or relative of either is a partner,
  - (c) no private company of which such a Director or Manager or relative of either is a Director or member.

Shall hold any office or place of profit in the Company which carries a total monthly remuneration of not less than three thousand rupees except with the prior consent of the Company by a Special Resolution and the approval of the Central Government.

**Loans to Directors etc.**

161. The Company shall not without obtaining the previous approval of the Central Government in that behalf, directly or indirectly make any loan to or give any guarantee or provide any security in connection with a loan made by any other person to or to any other person by.
- (a) any Director of the Company or any partner or relative of any” such Director;
  - (b) any firm in which any such Director or relative is a partner;
  - (c) any private company of which any such Director is a Director or member;
  - (d) any body corporate at a general meeting of which not less than twenty-five percent of the total voting power may be exercised or controlled by any such directors or by two or more such Directors together, or
  - (e) any body corporate, the Board of Directors or manager whereof, is accustomed to act in accordance with the directions or instructions of the Board, or of any Director or Directors of the Company.

**Loans etc. to Companies under the same management**

162. The Company shall observe the restrictions imposed on the Company in regard to making any loans, giving any guarantee or providing any security to the companies or bodies corporate as provided under section 372A of the Act.

**Interested Director not to participate or to vote in proceedings**

163. No Director of the Company shall as a Director take any part in the discussion of or vote on any contract or arrangement entered into, or to be entered into, by or on behalf of the Company if he is in any way whether directly or indirectly concerned or interested; in such contract or arrangement nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote and if he does vote it shall be void, provided that the Board of Directors or any of its number may vote on any contract of indemnity against any loss which it or anyone or more of its number may suffer by reason of becoming or being sureties or surety for the Company.

Nothing in this Article shall apply to any contract or arrangement entered into or to be entered into with a public company or a private company which is subsidiary of a public company in which the interest of the Director aforesaid consists solely.

- (1) In his being Director of such Company and the holder of not more than shares of such number and value therein as is requisite to qualify him for the appointment as a Director thereof. he having been nominated as such Director by the Company.
- (2) In his being a member holding not more than two per cent of its paid up share capital.

### **Register of contracts in which Directors are interested**

164. (1) The Company shall keep one or more registers in which shall be entered separately particulars of all contracts and arrangements to which Section 297 or Section 299 of the Act applies including the following particulars of the extent they are applicable in each case namely.
- (a) the date of the contract or arrangement;
  - (b) the names of the parties thereto;
  - (c) the principal terms and conditions thereof;
  - (d) in the case of contract to which Section 297 of the Act applies or in the case of a 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.
  - (e) the names of the Directors voting for and against the contract or arrangement and the names of those remaining neutral.
- (2) Particulars of every such contract or arrangement to which Section 297 of the Act or as the case may be Sub-section (2) of Section 299 applies shall be entered in the relevant register aforesaid:
- (a) 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 is approved;
  - (b) 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 30 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 be signed by all the Directors present at the Board meeting;
  - (c) the register shall be kept at the registered office of the Company and it shall be open to inspection at such office and extracts may be taken there from and copies thereof may be required by any member of the Company to the same extent, in the same manner, and on payment of the same fee as in the case of the Register of Members of the Company and the Provisions of Section 163 of the Act shall apply accordingly.
- (3) The Register aforesaid shall also specify in relation to each Director of the Company the names of the firm and bodies corporate of which notice has been given by him under subsection (3) of Section 299 of the Act.
- (4) Nothing in Clauses (1), (2) and (3) shall apply to any contract or arrangement for the sale, purchase or supply of any goods and materials or services if the value of such goods and materials or the cost of such service does not exceed rupees one thousand in the aggregate in any year.

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

165. A Director may be or become a Director of any Company promoted by the Company in which it may be interested as a Vendor, share-holder, or otherwise and no such Director shall be accountable for any benefits received as director or shareholder of such company except in so far as Section 309 (6) or Section 314 of the Act may be applicable.

### **Rotation of Directors**

166. Subject to the provisions of Section 256 of the Act and Article 141,142,143,144, 145 & 178 and other applicable Articles at every Annual General Meeting of the Company not less than 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 multiple of three the number nearest to one third shall retire from the office. The Government Directors, debenture Directors, the Corporation Directors, Special

Directors, and Managing Directors, or whole time Directors if any shall not be subject to retirement under this Article and shall not be taken into account in determining the number of directors to retire by rotation.

**Right of State Government to appoint etc. Directors**

167. Subject to the provisions of Article 141, notwithstanding anything contained in Article 166 or any other Articles, so long as Gujarat State Petroleum Corporation Limited, holds not less than 26% in share capital of the Company, directly or indirectly through its subsidiaries or associates, Government of Gujarat shall have right to appoint, nominate, remove or retire 2 Directors on the Board of the Company who shall be known as 'Government Director' and Gujarat Infrastructure Development Board shall have right to appoint, nominate, remove or retire 1 Director on the Board of the Company who shall be covered in term 'Government Director' for the purposes of this Articles.

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

168. The Directors to retire by rotation under Article 166 at every annual general meeting shall be those who have been longest in office since their last appointment but as between those who become directors on the same day those who are to retire shall in default of and subject to any agreement amongst themselves, be determined by lot.

**Eligibility for re-election**

169. A retiring Director shall be eligible for re-election

**Company to fill vacancies**

170. Subject to Sections 258, 259, and 284 of the Act, the Company at the general meeting at which a Director retires in manner aforesaid may fill up the vacancy by appointing the retiring director or same other person thereto.

**Provision in default of appointment**

171. (a) If the place of 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 has also not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been reappointment at the adjourned meeting, unless,
- (i) at the meeting or 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 be a notice in writing addressed to the Company or its Board of Directors expressed his unwillingness to be so reappointed;
  - (iii) he is not qualified or is disqualified for appointment;
  - (iv) a resolution whether special or ordinary is required for his appointment or re-appointment in virtue of any provisions of the Act, on
  - (v) the proviso to sub-section (2) of Section 2.63 of the Act is applicable to the case.
172. Subject to the provision of Sections 252, 255 and 259 of the Act the Company may by ordinary resolution from time to time, increase or reduce the number of Directors and may prescribe or alter their qualification.

**Appointment of Director to be voted individually**

173. (1) No motion at any general meeting of the Company shall 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 been first, agreed to by the meeting without any vote being given against it.

- (2) A resolution moved in contravention of Clause (1) hereof shall be void, whether or not objection was taken at the time of its being so moved provided where a resolution so moved is passed no provision for the automatic re-appointment of retiring Director in default of another appointment as herein before provided shall apply.
- (3) For the purpose of this, Article, a motion for approving a person's appointment or for nomination of a person for appointment, shall be treated as a motion for his appointment.

**Notice of candidature for office of Director except in certain cases**

174. (1) No person, not being a Retiring Director shall be eligible for election to the office of Director at any general meeting unless he or some other member intending to propose him has at least fourteen days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office of a Director or the intention of such member to propose him as a Director for office as the case may be.
- (2) The Company shall inform its members of the candidature of the person for the office of Directors or the intention of a member to propose such person as a candidate for that office by serving individual notices on the members not less than seven days before the meeting. Provided that it shall not be necessary for the Company to serve individual notices on the member not less than seven days before the meeting, if the Company advertises such candidature or intention not less than seven days before the meeting in at least two newspapers circulating in the place where the registered office of the Company is located, of which one is published in the English language and the other in the regional language of that place.
- (3) Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 257 of the Act signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director shall sign and file with the Company his consent in writing to act as Director if appointed.
- (4) A person, other than –
- (a) a Director re-appointed after retirement by rotation or immediately on the expiry of his term of office, or
  - (b) 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, 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

**Register of Directors etc. and notification of change to register**

175. (1) The Company shall keep at its registered office a Register containing the particulars of its Directors and other persons mentioned in Section 303 of the Act, and shall send to the Registrar a return containing the particulars specified in such Register, and shall otherwise comply with the provisions of the said Section in all respects.
- (2) The Company shall keep at the registered office a Register showing in respect of each Director of the Company the number, description and amount of any shares in or debentures of the Company any other body corporate being the Company's subsidiary or holding company or a subsidiary of the Company's holding Company which are held by him or in trust for him or of which he has any right to become the holder whether on payment or not, as required by Section 307 of the Act, such Register shall be kept open for inspection by any member or debenture holder of the Company as required by Section 307 (5) of the Act.

**Disclosure by Director of appointment to any other body corporate**

176. Every Director (including a person deemed to be a Director of the Company by virtue of the

Explanation to Sub-section (1) of Section 303 of the Act) Managing Director, Manager or Secretary of the Company who is or secretary of any other body corporate shall within thirty days, of his appointment to or as the case may be relinquishment of such office, disclose to the Company the particulars relating to the office in the other body corporate which are required to be specified under Sub-section (1) of Section 303 of the Act.

**Disclosure by Directors of their holdings of shares and debentures of the Company**

177. Every Director and every person deemed to be Director of the Company by virtue of Sub-section (10) of Section 307 of the Act shall give notice to the Company of such matters relating to himself as may be necessary for the purpose of enabling the Company to comply with the provisions of that section. Any such notice shall be given in writing and if it is not given at a meeting of the Board the person giving the notice shall take all reasonable steps to secure that it is brought up and read at the first meeting of the Board next after it is given.

**MANAGING DIRECTOR**

**Appointment of Managing Director**

178. Subject to the provisions of Section 269 and other applicable provisions of the Companies Act, 1956, so long as Gujarat State Petroleum Corporation Limited holds not less than 26% in share capital of the Company, directly or indirectly through its subsidiaries or associates the nominee of Gujarat State Petroleum Corporation Limited shall be the Managing Director of the Company. Unless otherwise decided by its Board of Directors, Managing Director of Gujarat State Petroleum Corporation Limited shall be the Managing Director of the Company.

**Retirement of Managing / Whole time Director/s**

179. Subject to the provisions of the Act and these Articles, the Managing Director or the whole time Director shall not while he continues to hold that office be subject to retirement by rotation under Article 166 but he shall subject to the provisions of any contract between him and the Company be subject to the same provision pertaining to resignation and removal of Directors as applicable to the other Directors of the Company and he shall ipso facto and immediately cease to be a Managing Director or whole time Director if he ceases to hold the office of Director due to any cause provided that if at any time the number of Director (including Managing Director or whole time Director) as are not subject to retirement by rotation shall exceed 1/3 of the total number of the Directors for the time being then such of the Managing Directors or whole time Directors or two or more than of them as the Directors may from time to time determine shall be liable to retirement by rotation in accordance with the Article 166 to the extent that the number of Directors not liable to retirement by rotation shall not exceed one-third of the total number of Directors for the time being.

**Remuneration etc. of Managing Director/Chairman**

180. So long as Gujarat State Petroleum Corporation Limited holds not less than 26% in share capital of the Company, directly or indirectly through its subsidiaries or associates, its Board shall have right to determine the term and remuneration of the Managing Director/Chairman, from time to time.
181. Subject to the superintendence, control and direction of the Board the day to day management of the Company shall be in the hands of the Managing Director(s) if any, with power to the Board to distribute such day to day management functions among such Director(s) in any manner as deemed fit by the Board and subject to the provisions of the Act and these Articles the Board may by resolution vest any such Managing Director or Managing Directors or whole time Director or whole time Directors such of the power vested in the Board generally as it thinks fit and such powers may be made exercisable for such period or period and upon such conditions and subject to such restrictions as it may determine and they may subject to the provisions of the Act and these Articles confer such power either collaterally with or to the exclusion of or in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

**Restrictions on powers of Managing Director**

181. A. The Managing Director shall not exercise the power to :

- a. make calls on shareholders in respect of money unpaid on their shares in the Company, and
- b. issue debentures and except to the extent mentioned in the resolution passed at the Board meeting under Section 292 of the Act. The Managing Director shall also not exercise the power to :
  - (i) borrow moneys otherwise than on debentures,
  - (ii) invest the funds of the Company,
  - (iii) make loans.

## **PROCEEDINGS OF THE BOARD OF DIRECTORS**

### **Meeting of Directors**

182. The Directors may meet together as a Board for the dispatch of business from time to time and unless the Central Government by virtue of the proviso to Section 285 of the Act otherwise directs, shall so meet at least once in every three months and at least four such meetings shall be held in every year. The Directors may adjourn and otherwise regulate their meetings as they think fit.

### **Notice of Meeting**

183. (1) Notice of every meeting of the Board of Directors 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.
- (2) A Director may at any time and the Secretary upon the request of a Director made at any time shall convene a meeting of the Board of Directors by giving a notice 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 telex or telegram to any Director who is not in India.

### **Quorum for Board Meeting**

184. (a) Subject to Section 287 of the Act the quorum for a meeting of the Board of Directors shall be one-third of its total strength (excluding Directors if any whose places may be vacant at the time and any fraction contained in that one-third being rounded off as one) or two Directors whichever is higher, PROVIDED THAT where at any time the number of interested Directors at any meeting exceeds or is equal to two-third of the total strength, the number of the remaining Directors (that is to say the number of Directors who are not interested) present at the meeting being not less than two shall be quorum during such time.
- (b) For the purpose of Clause (a)
- (i) Total strength of the Board of Directors of the Company shall be determined in pursuance of the Act, after deducting there from number of the Directors, if any, whose places may be vacant at the time, and
  - (ii) Interested Directors' means any Director whose presence cannot be reason of Article 163 hereof or any other provisions in the Act count for the purpose of forming a quorum at a meeting of the Board at the time of the discussion or vote on any matter.

### **Procedure when meeting adjourned for want of quorum**

185. If a meeting of the Board could not be held for want of quorum then the meeting shall automatically 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.

### **Chairman**

186. The Directors from among their number may elect a Chairman. The Chairman shall preside

at all meetings. If no Chairman is elected or if at any meeting the Chairman is not present at the appointed time for holding the same, the Directors present shall choose one of their numbers to be Chairman of such meeting.

**Questions at Board meeting how decided**

187. Subject to provisions of Sections 316(2), 372(5) and 386(2) of the Act, questions arising at any meeting of the Board shall be decided by a majority of votes, and in case of equality of votes, the Chairman shall have second or casting vote.

**Powers of Board meeting**

188. A meeting of the Board of Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions which by or under the Act or these Articles or the regulations for the time being of the Company are vested in or are exercisable by the Board of Directors generally.

**Directors may appoint committees**

189. The Board of Directors may subject to the provisions of Section 292 and other relevant provisions of Act and of these Articles appoint committee of the Board and delegate any of the powers other than the powers to make calls and to issue debentures to such committee or committees of the Board either wholly or in part and either as to the persons or purposes, but every committee of the Board so formed shall in exercise of the powers so delegated conform to any regulation that may from time to time be imposed on it by the Board of Directors. All acts done by any such committee of the Board 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.

**Meeting of the Committee how to be governed**

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

**Remuneration of members of the committee**

191. A Subject to provisions of Act, the Directors may from time to time fix the remuneration to be paid to any members or members of their body consisting of a Committee appointed by the Board and may pay the same.

**Circular resolution**

- B. (1) A resolution passed by circulation without a meeting of the Board or a Committee of the Board appointed under Article 189 shall subject to the provisions of Sub-clause (2) hereof and the Act be as valid and effectual as the resolution duly passed at meeting of the Directors or of a Committee duly convened and held.
- (2) 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 necessary papers, if any, to all the Directors or to all the members of the Committee then in India (not being less in number than the quorum fixed 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 addresses in India and has been approved by such of the Directors or members of the committee as are in India or by a majority of such of them as are entitled to vote on the resolution.

**Acts of Board or Committee valid notwithstanding defective appointment**

192. All acts, done by any meeting of the Board or by a Committee of the Board or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of one or more of such Directors or any person acting as aforesaid or that they or any of them were disqualified or had vacated office or that the appointment of any of them is deemed to be terminated by virtue of any provisions contained

in the Act or in these Articles, be as valid as if every such person had been duly appointed and was qualified to be a Director. Provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.

## **POWERS OF THE BOARD**

### **Powers of Directors**

193. The business of the Company shall be managed by the Board who may exercise all such powers of the Company and do all such acts and things as are not by the Act, or any other Act or by the Memorandum or by the Articles of Company required to be exercised by the Company in general meeting, subject nevertheless to these Articles and to the provisions of the Act, or any other Act and to such regulations (being not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in general meeting but no regulations made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made PROVIDED THAT the Board shall not, except with the consent of the 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 payment 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 clause (a), or of any premises of 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, where the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) will 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, or
- (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 twenty five thousand rupees or five per cent of its average net profits as determined in accordance with the provisions of Sections 349 and 350 of the Act during the three financial year immediately preceding, whichever is greater;

PROVIDED THAT the Company in general meeting or the Board shall not contribute any amount to any political party or for any political purpose to any individual or body so long as it is prohibited by law.

- (i) Provided that in respect of the matter referred to in Clauses (d) or (e) such consent shall be obtained by a resolution of the Company which shall specify the total amount upto which moneys may be borrowed by the Board under Clause (d) or as the case may be total amount which may be contributed to charitable or other fund in any financial year under Clause (e)
- (ii) Provided further that the expression "temporary loans" in Clause (d) above shall mean loans repayable on demand" or within six months from the date of the loan such as short term, cash credit arrangements, the discounting of bills and the issue of other short term loans of a seasonal character, but does not include loans raised for the purpose of financial expenditure of a capital nature.

### **Certain powers to be exercised by the Board only at meetings**

194. 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 only by means of resolutions passed at the meetings of the Board;

- (1) (a) The power to make calls on shareholders in respect of money unpaid on their shares;
- (b) The power to issue debentures;
- (c) The power to borrow moneys otherwise than on debentures;
- (d) The power to invest the funds of the Company;
- (e) The power to make loans;

PROVIDED THAT the Board may by resolution passed at a meeting delegate to any committee of Directors, Managing Director or any other principal officer of the Company or in the case of a branch office of the Company principal officer of branch office the powers specified in (c), (d) and (e) of this clause to the extent specified below:

- (2) Every resolution delegating the power referred to in sub clause (1) (d) shall specify the total amount, upto which the funds of the Company may invested and the nature of investment which may be made by the delegate.
- (3) Every resolution delegating the power referred to in Sub-Clause (1) (d) specify the total amount, upto which the funds of the Company maybe invested and the nature of investment which may be made by the delegate.
- (4) Every resolution delegating the power referred to in sub-clause (1) (e) shall specify the total amount upto 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.
- (5) Nothing in this Article contained shall be deemed to affect the right of the Company in general meeting to impose restrictions and conditions on exercise by the Board of any of the powers referred to in sub-Clauses (a), (b), (c), (d) and (e) of Clause (1) above.

#### **Certain power of the Board**

195. Without prejudice to the general powers conferred by the last preceding Article and so as not in any way to limit or restrict those powers and without prejudice to the last preceding Article it is hereby declared that the Directors shall have the following powers that is to say Powers:

- (1) to pay the costs, charges and expenses preliminary (and incidental to the formulation, promotion, establishment and registration of the Company;
- (2) to pay and. charge to the capital account of the Company any commission or interest, lawfully payable there out under the provisions of Sections 76 and 208 of the Act;
- (3) subject to Sections 292 and 297 for the Act 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 accept such title as the Directors may believe or may be advised to be reasonably satisfactory;
- (4) at their discretion and subject to the provisions of the Act to pay for any property rights or privileges by or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures, mortgages or other securities of the Company, and any such shares may be issued either as fully paid up thereon as may be agreed upon and any such bonds, debentures, mortgages or other securities may be either specifically charged

upon all or any part of the property of the Company and its uncalled capital or not so charged.

- (5) to secure the fulfillment of any contracts or engagement entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit;
- (6) 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;
- (7) to appoint any person 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;
- (8) to institute, conduct, defend, compound or abandon any legal proceeding by or against the Company or its officer, or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company and to refer any difference to arbitration either according to Indian Law or according to foreign Law and either in India or abroad and observe and perform or challenge any award made therein;
- (9) to act on behalf of the Company in all matters relating to bankrupts and insolvents;
- (10) to make and give receipts, release and other discharge for moneys payable to the Company and for the claims and demands of the Company;
- (11) subject to the provisions of Sections 292, 293(1), 295, 370, 372 and 373 of the Act to invest and deal with any moneys of the Company not immediately required for the purpose thereof, upon such security (not being the shares of this Company) or without security and in such manner as they may think fit, and from time to time to vary or realise such investments. Save as provided in Section 49 of the Act, all investments shall be made and held in the Company's own name;
- (12) to execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of the Company, such mortgage of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and other powers, provisions, covenants and agreements as shall be agreed upon;
- (13) to determine from time to time who shall be entitled to sign, on Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividends, warrants, release, contracts and documents and to give the necessary authority for such purpose;
- (14) to distribute by way of bonus amongst the staff of the Company a share or shares in the profits of the Company and to any officer or other person employed by the Company a commission on the profits of any particular business or transaction, and to charge such bonus or commission as part of working expenses of the Company.
- (15) to provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and wives, widows and families or the dependents or connections of such persons, by building or contributing to the building of house dwellings or chawls or by grants of money, pensions, gratuities, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds or trusts, and by providing or subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit, and subject to the provisions of the Section 293(1)(e) of the Act to subscribe or contribute or otherwise to assist or to

guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company, either by reasons of locality of operation or of public and general utility or otherwise;

- (16) before recommending any dividend, subject to the provisions of Section 205 of the Act to set aside out of the profits of the Company such sums as they may think proper for depreciation or the depreciation fund, or to insurance fund, or as a reserve fund or sinking fund or any special fund to meet contingencies or to repay debentures or debenture stock or for special dividends or for equalising dividends or for repairing improving, extending and maintaining any of the properties of the Company and for such other purposes (including the purposes referred to in the preceding clauses) as the Board may in their absolute discretion think conducive to the interest of the Company, and subject to Section 292 of the Act, to invest the several sums so set aside or so much thereof as required to be invested, upon such investments (other than share of this Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manners and for such purposes as the Board in their absolute discretion think conducive to the interest of the Company notwithstanding that the matters to which the Board apply or upon which they expend the same or any part thereof may be matters to or upon which the capital moneys of the Company rightly be applied or expended. and to divide the reserve fund into such special funds as the Board may think fit, with full power to transfer the whole or any portion of a reserve fund or division of a Reserve Fund to another Reserve Fund and/or division of a reserve fund and with full power to employ the assets constituting all or any of the above funds including the depreciation fund. in the business or debenture stock and that without being bound to pay interest on the same with power however to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper not exceeding nine percent per annum.
- (17) to appoint, and at their discretion remove or suspend such general manager, managers. secretaries, assistants, supervisors, scientists, technicians engineers, consultants, legal, medical or economic advisers. research workers laborers, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties, and to fix their salaries, or emoluments or remuneration. and to require security in such instances and to such amounts as they may think fit, and also from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit, and the provision contained in the next following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause.
- (18) to comply with the requirement of any local law which in their opinion it shall in the interest of the Company be necessary or expedient to comply with;
- (19) from time to time and at any time to establish any local Board for managing any of the affairs of the Company in any personified locality in India or elsewhere and to appoint any person to be members of such local Boards and to fix their remuneration;
- (20) at subject to Section 292 of the Act, from time to time and at any time to delegate to any persons so appointed any of the powers, authorities and discretions for the time being vested in the Board, other than their power to make calls or to make loans or borrow moneys, and to authorise the member for the time being of any such Local Board or any of them to fill up any vacancies therein and to act notwithstanding vacancies and such appointment or delegation may be made on such terms subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed and may annual or vary any such delegation;
- (21) at any time from time to time by Power of Attorney under the seal of the Company, to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested

in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in their limits authorised by the Board the power to make loans and subject to such conditions as the Board may from time to time think fit, and any such appointments may (if the board thinks fit) be made in favour of the members or any of the members of any local board established as aforesaid or in favour of any Company. or the shareholders, Directors, nominees or managers, of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such powers of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the Board may think fit. and may contain powers enabling any such delegated attorneys as aforesaid to sub-delegate all OJ any of the powers, authorities and discretion for the time being vested in them;

(22) subject to Sections 294, 294A, 297 & 300 of the Act, for or in relation to any of the matters aforesaid or otherwise for all or any purposes of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts and do all such deeds and things in the name and on behalf of the Company as they may consider expedient

(23) from time to time to make, vary and repeal by-laws for the regulation of the business of the Company, its officers and servants.

#### **Right of Government of Gujarat**

196. Notwithstanding anything contained in any of these Articles, the Government of Gujarat, may from time to time, issue such directions or instructions as it may consider necessary in regard to the finance and business affairs of the Company, and in like manner may vary and annual any such directions or instructions. The Company and its Directors shall duly comply with and give immediate effect to the directions or instructions so issued. In particular, the Government of Gujarat shall have powers.

(a) to call for such returns, accounts and other information with respect to property and activities of the Company as may be required from time to time;

(b) to approve the Company's Five Year and Annual Plan's of Development and the Capital Budget;

(c) to approve appointments, extensions in service and re-employment in the higher categories of posts in a grade of Rs. 2,500/- and above of those who have already attained the age of 58 years, whether they be from private or public sector.

### **MINUTES**

#### **Recording of Minutes**

197. (1) The Company shall cause minutes of all proceedings of general meetings and of all proceedings of every meeting of the Board of Directors or of every committee of the Board to be kept by making within 30 days of the conclusion of every such meeting concerned entries thereof in books kept for that purpose with their pages consecutively numbered.

(2) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such books shall be dated and signed.

(a) in the case of minutes of proceedings of a meeting of Board or a Committee thereof by the Chairman of the said meeting or the Chairman of the next succeeding meeting; and

(b) in case of minutes of proceeding of the general meeting, by the Chairman of the said meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within that period by a Director duly authorised by the Board for the purpose.

- (3) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.
- (4) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
- (5) All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meeting.
- (6) In the case of a meeting of the Board of Directors or of a Committee of the Board, the minutes shall contain;
  - (a) the names of the Directors present at the meeting; and
  - (b) in the case of each resolution at the meeting the names of the Directors if any, dissenting from or not concurring in the resolution.
- (7) Nothing contained in clauses (1) to (6) hereof shall be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting;
  - (a) is or could reasonably be regarded as defamatory of any person;
  - (b) is irrelevant or immaterial to the proceeding; or
  - (c) is detrimental to the interests of the Company.

The Chairman shall exercise on absolute discretion in regard to the inclusion or non-inclusion' of any matter in the minutes on the grounds specified in this sub-clause.

**Minutes to be evidence of the proceedings**

198. The minutes of meeting kept in accordance with the provisions of Section 193 of the Act shall be evidence of the proceedings recorded therein,

**Presumptions to be drawn where minutes duly drawn and signed**

199. Where the minutes of the proceedings of any general meeting of the Company or of any meeting of the Board or of a Committee of Directors have been kept in accordance with the provisions of Section 193 of the Act until the contrary is proved, the meeting shall be deemed to have been duly called and held and all proceedings thereof to have been dully taken place and in particular all appointments of Directors or Liquidators made at the meeting shall be deemed to be valid.

**Inspection of Minute Book of General Meetings**

200. (1) The books containing the minutes of the proceedings of any general meetings of the Company shall be open to inspection of members without charge on such days and during such business hours as may consistent with the provisions of Section 196 of the Act be determined by the Company in General Meetings and the members will also be entitled to be furnished with copies thereof on payment of regulated charges.
- (2) Any member of the Company 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 any minutes referred to in sub-clause (1) hereof on payment of thirty-seven paise for every hundred words or fractional par thereof required to be copies.

**Publication of Report of proceedings of General Meeting**

201. No document purporting to be a 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 Section 193 of the Act to be contained in the minutes of the proceedings of such meeting.

## MANAGEMENT

### **Prohibition of simultaneous appointment of different categories of managerial personnel**

202. The Company shall not appoint or employ at the same time more than one of the following categories of managerial personnel, namely:

(a) **Managing Director;**

(b) **Manager.**

## SECRETARY

### **Secretary**

203. The Directors may from time to time appoint and at their discretion remove any individual, possessing the qualifications prescribed under the Act (hereinafter called 'the Secretary') to perform any functions, which by the Act are to be performed by the Secretary and to execute any other 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.

## THE SEAL

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

204. (1) The Board of 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 Board shall provide for the safe custody, of the Seal for the time being, under such regulations as the Board may prescribe.

(2) The Seal shall not be affixed to any instrument except by the authority of the Board of Directors or a Committee of the Board previously given and in the presence of at least one Director of the Company and the Secretary of the Company or such other person as the Board may appoint in that behalf who both shall sign every instrument to which the seal is affixed. Provided that the certificates of shares or debentures shall be sealed in the manner and in conformity with the provisions of the Companies (Issue of share Certificates) Rules, 1960, and their statutory modifications for the time being in force.

## DIVIDEND WARRANTS

### **Division of profits**

205. (1) Subject to the rights of persons, if any entitled to shares with special rights as to dividend all dividends may be declared and paid according to the amounts paid or credited as paid on the shares in respect where of the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

(2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividends is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

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

206. The Company in general meeting may declare dividends, to be paid to members according to their respective rights and interest in the profits and may fix the time for payment and the Company shall comply with the provisions of Section 207 of the Act, but no dividend's shall exceed the amount recommended by the Board of Directors, but the Company may declare a smaller dividend in general meeting.

### **Dividend out of profits only**

207. (1) No dividend shall be declared or paid by the Company for any financial year except out of the profits of the Company for that year arrived at after providing for depreciation in accordance with the provisions of sub-clause (2) or out of the profit of the Company for any previous financial year or years arrived at after providing for depreciation in accordance with those provisions and remaining undistributed or out of both or out of ,the moneys provided by the Central Government or State Government for the payment of dividend in pursuance or guarantee given by the Government and except after the transfer to;’ the reserves of the Company of such percentage out of the profits for that year not exceeding ten per cent as may be prescribed or voluntarily such higher percentage in accordance with the rules as may be made by the Central Government in that behalf.

PROVIDED HOWEVER whether owing to inadequacy or absence of profits in any year, the Company proposes to declare dividends out of the accumulated profits earned by the Company in previous years and transferred by it to the reserves, such declaration of dividend shall not be made except in accordance with such rules as may be made by the Central Government in this behalf, and where any such declaration is not in accordance with such rules, such declaration shall not be made except with the previous approval of the Central Government.

- (2) The depreciation shall be provided either
- (a) to the extent specified in Section 350 of the Act, or
  - (b) in respect of each item of depreciable asset, for such an amount as is arrived at by dividing 95 percent of the original cost thereof to the Company by the specified period in respect of such assets, or
  - (c) on any other basis approved by the Central Government which has the effect of writing of by way of depreciating 95 percent of the original cost to the Company of its such depreciable asset on the expiry of the special period, or
  - (d) as regards any other depreciable assets for which no rate of depreciation has been laid down by the Indian Income Tax Act, 1961" or the Rules made there under on such basis as may be approved by the Central Government by any general order published in the Official Gazette or by special order in the case of the Company.

PROVIDED THAT where depreciation is provided for in the manner laid down in Clause (b) or Clause (c) then in the event of depreciation assets being sold, discarded, demolished or destroyed, the written down value thereof at the end of the financial year in which the asset is sold, discarded, demolished or destroyed shall be written off in accordance with the proviso to Section 350 of the Act.

- (3) No dividend shall be payable except in cash provided that nothing in this Article shall be deemed to prohibit the capitalization of the profits or reserves of the Company for the purpose of issuing fully paid up bonus shares or paying up any amount for the time being unpaid on any shares held by members of the Company.
- (4) Nothing in this Article shall be deemed to affect in any manner the operation of Section 208 of the Act.
- (5) For the purposes of this Article (specified period) in respect of any depreciable asset shall mean the number of years at the end of which at least 9.5 percent of the original cost of that asset to the Company will have been provided for by way of depreciation, if depreciation were to be calculated in accordance with the provisions of Section 350 of the Act.

### **Interim Dividend**

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

#### **Debts may be deducted**

209. The Directors may retain any dividends on which the Company has a lien and may apply the same in or towards the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

#### **Capital paid in advance of instalment not to earn dividend**

210. Where the capital is paid in advance of the calls upon the footing that the same shall carry interest such capital shall not whilst carrying interest, confer a right, to dividend or to participate in profits.

#### **Dividends in proportion to amount paid up**

211. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividends is paid but if any share is issued on terms providing that it shall rank for dividends as from a particular date such share shall rank for dividend accordingly.

#### **Retention of Dividends until completion of transfer under Article 71**

212. The Board of Directors may retain the dividend payable upon shares in respect of which any person under Article 71 has become entitled to be a member, or any person under the Article is entitled to transfer, until such person becomes a member in respect of such shares or shall duly transfer the same.

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

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

#### **Effect of Transfer of Shares**

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

#### **Dividend to joint-holders**

215. Anyone of several persons who are registered as joint holders of any share may give effectual receipt for all dividends or bonus and payments on account of dividends in respect of such shares.

#### **Dividend how remitted**

216. The dividend payable in cash may be paid by Cheque or warrant sent through post direct to registered address of the shareholder entitled to the payment of the dividend or in case of joint holders to the registered address of that one of the joint holders which is first named on the register of members or to such person and to such address as the holder or the joint holder may in writing direct. The Company shall not be liable or responsible for any Cheque or Warrant or pay slip or receipt lost in transmission at for any dividend lost to the member or person entitled thereto by forged endorsement of any Cheque or Warrant or forged signature on any pay slip or receipt or the fraudulent recovery of the dividend by any other means.

#### **Notice of Dividend**

217. Notice of the Declaration of any dividend whether interim or otherwise shall be given to the registered holder of share in the manner herein provided.

#### **Dividend to be paid within thirty days**

218. (1) The, Company shall pay the dividend or send the warrant in respect thereof to the shareholder entitled to the payment of dividend, within thirty days from the date of the declaration unless:

- (a) where the dividend could not be paid by reason of the operation of any law;
  - (b) where a shareholder has given directions regarding the payment of the dividend and those directions cannot be complied with;
  - (c) where there is a dispute regarding the right to receive the dividend;
  - (d) where the dividend has been lawfully adjusted by the Company against any sum due to it from the shareholder, or
  - (e) where for any other reason, the failure to pay the dividend or to post the warrant within the period aforesaid was not due to any default on the part of the Company.
- (2) (a) Where the dividend has been declared but not paid or claimed or the warrant in respect thereof has not been posted, within 30 days from the date of the declaration to any shareholder entitled to the payment thereof the Company shall within 7 days from the date of expiry of the said period of 30 days transfer the total amount of dividend which remains unpaid or in relation to which no dividend has been posted within the said period of 30 days to a special account to be opened by the Company in that behalf in any Scheduled Bank to be called 'unpaid dividend' account of GUJARAT STATE PETRONET LIMITED.

Explanation: The expression "dividend which remains unpaid" means any dividend the warrant in respect whereof has not been encashed or which has otherwise not been paid or claimed.

- (b) Any money transferred to the unpaid dividend account of the Company in pursuance of Sub-Clause (1) hereof which remain unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the Investor Education and Protection Fund of the Central Government created pursuant to section 205C of the Companies Act, 1956.

#### **Unclaimed dividend**

219. Dividends unclaimed until transferred to the unpaid Dividend Account of the Company as aforesaid may be invested or otherwise used by the Board of Directors for the benefit of the Company until claimed, or so transferred,

#### **No interest on dividends**

220. No unpaid dividend shall bear interest as against the Company.

#### **Dividend and call together**

221. Any general meeting declaring a dividend may on the recommendations of the Directors make a call on the members of such amount as the meeting fixes but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and members, be set off against the calls.

### **CAPITALISATION**

#### **Capitalisation**

222. (1) The Company in General Meeting may, upon the recommendation of the Board resolve :
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of the Company's reserve accounts, or to the credit of the Profit and Loss Account or otherwise available for distribution, and
  - (b) that such sum be accordingly set free for distribution in the manner specified in Clause (2) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportion.

- (2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in Clause (3), either in or towards;
- (i) paying up any amount for the time being unpaid on any shares held by such members respectively;
  - (ii) paying up in full unissued shares of the company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportions aforesaid, or
  - (iii) partly in the way specified in Sub-clause (i) and partly in that specified in Sub-clause (ii)
- (3) A share premium account and a Capital Redemption Reserve Account may, for the purposes of the regulation, only be applied in the paying up of unissued share to be issued to members of the Company as fully paid bonus shares.

### **Fractional Certificates**

223. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall;
- (a) to make all appropriations and applications of the undivided profits resolved to capitalise thereby, and all allotments and issue of fully Paid shares if any and
  - (b) generally do all acts and things required to give effect thereto.
- (2) The Board shall have full power,
- (a) to make such provision, by the issue of fractional certificates or by payment in cash or otherwise as in thinks fit, the case of shares becoming distributable in fractions; and also
  - (b) to authorise any person to enter, on behalf of all the members entitled thereto an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalisation or (as the case may require) for the payment by the Company on their behalf by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing shares.
- (3) Any agreement made under such authority shall be effective and binding on all such members.
- (4) For the purpose of giving effect to any resolution. under the preceding paragraph of this Article. the Directors may give such directions as may be necessary and settle any questions or difficulties that may arise in regard to any issue including distribution of new equity shares and fractional certificate as they think fit.

## **ACCOUNTS**

### **Books to be kept**

224. (1) The Company shall keep at its registered office proper books of accounts as would give a true and fair view for the state of affairs of the Company or its transaction with respect to :
- (a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place;
  - (b) all sales and purchases of goods by the Company, and

(c) the assets and liabilities of the Company.

PROVIDED THAT all or any of the books of accounts aforesaid may be kept at such other place in India as the Board of Directors may decide and when the Board of Directors so decide the Company shall within seven days of the decision file with the Registrar a notice in writing giving the full address of that other place.

- (2) Where the Company has a branch office, whether in or outside India, the Company shall be deemed to have complied with the provisions of Clause (1) if proper books of accounts, relating to the transactions effected at the branch are kept at that office and proper summarised returns made upto date at intervals of not more than three months are sent by the branch office to the Company at its registered office or the other place referred to in Sub-clause (1).
- (3) The books of accounts and other books and papers shall be open to inspection by any Director during business hours.

#### **Inspection by members**

225. (a) 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 of the Company or any of them shall be open to the inspection of members not being Directors.
- (b) No member (not being a Director) shall have any right of inspecting any account books or documents of the Company except as allowed by law or authorised by the Board or the Company in general meeting.

#### **Statement of accounts to be furnished to general meeting**

226. The Board of Directors shall in accordance with Sections 210, 212, and 217 of the Act, cause to be prepared and laid 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 such extended period as shall have been granted by the Registrar under the provisions of the Act.

#### **Form and contents of Balance Sheet and Profit and Loss Account**

227. (1) Every Balance Sheet of the Company shall give a true and fair view of the state of affairs of the Company as at the end of the financial year and subject to the provisions of Section 211 of the Act, be in the form set out in Part I of Schedule VI to the Act or as near thereto as circumstances admit or in such other form as may be approved by the Central Government either generally or in case of the Company and in preparing the Balance Sheet due regard shall be had, as far as may be to the general instructions for preparation of Balance Sheet under the heading 'NOTES' at the end of that part.
- (2) Every Profit and Loss Account of the Company shall give a true and fair view of the profit or loss of the Company for the financial year and shall comply with the requirements of Part-II of Schedule VI to the Act, so far as they are applicable thereto.

#### **Authentication of Balance Sheet and Profit and Loss Account**

228. (1) Every Balance Sheet and every Profit and Loss Account of the Company shall be signed on behalf of the Directors by Manager or Secretary, if any, and by not less than two Directors of the Company one of whom shall be a Managing Director where there is one PROVIDED THAT if there is only one Director present in India at the time, the Balance Sheet and the Profit and Loss Account shall be signed by such Director but in such a case there shall be Sub-joined to the Balance Sheet and the Profit and Loss Account a statement signed by such Director explaining the reason for non-compliance with the aforesaid provision requiring the signature of two directors.
- (2) The Balance sheet and the Profit and Loss Account shall be approved by the Directors

before they are signed on their behalf and before they are submitted to the auditors for report thereon.

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

### **Directors' Report**

229. (1) There shall be attached a every Balance Sheet laid before the Company in general meeting a report by its Directors with respect to .
- (i) the state of the Company's affairs;
  - (ii) the amounts, if any, which they propose to carry to any reserves in such Balance Sheet;
  - (iii) the amount, if any, which they recommend should be paid by way of dividend; and
  - (iv) the material changes and commitments, if any, affecting the financial position of the Company which have occurred between the end of the financial year of the Company to which the Balance Sheet relates and the date of the Report.
- (2) The Director's Report shall, so far as is material for the appreciation of the state of the Company's affairs by its members and will not in the Directors' opinion be harmful to the business of the Company or of any of its subsidiaries if any, deal with any changes which have occurred during the financial year;
- (a) in the nature of the Company's business;
  - (b) in the Company's subsidiaries, if any, or in the nature of the business carried on by them; and
  - (c) generally in the classes of business in which the company has an interest.
- (3) (a) The Directors' Report shall also include a statement showing the name of every employees of the Company who -
- (i) if employed throughout the financial year, was in receipt of remuneration for that year which, in the aggregate, was. not less than thirty six thousands rupees, or
  - (ii) if employed for a part of the financial year, was in receipt of remuneration for any part of that year, at a rate which in the aggregate was not less than Rs. three thousand per month,
- (b) The statement referred in Clause (3) (a) shall also indicate,
- (i) Whether any such employee is a relative of any Director or Manager of the Company and if so the name of such Director and
  - (ii) such other particulars as may be prescribed. Explanation: 'Remuneration has meaning assigned to it in the explanation to Section 198 of the Companies Act.
- (4) The Directors shall give fullest information and explanation in the report aforesaid, or in cases, falling under proviso to Section 222 of the Act in. an addendum tot he report on every reservation, qualification or adverse remark contained in the Auditors' Report.
- (5) The Directors' Report and any addendum thereto shall be signed by its chairman if he is authorised in that behalf by the directors and where he is not so authorised, shall be signed

by such number of Directors as are required to sign the Balance Sheet and the Profit and Loss Account of the Company by virtue of Clause (1) of the preceding Article.

#### **Rights of Members to copies of Balance Sheet and Auditors' Report**

230. (1) A copy of every Balance Sheet (including the Profit and Loss Account, the auditors Report and every other document required by Law to be annexed or attached, as the case may be, to the Balance Sheet) which is to be laid before the Company in General Meeting shall not less than twenty one days before the date of the meeting be sent to every member of the Company, to every holder of debentures, if any, issued by the Company (not being debentures which ex-facie are payable to the bearer thereof), to every trustee for the holders of any debentures issued by the Company (whether such member, holder or trustees is or is not entitled to have notice of general meeting of the Company sent to him), and to all persons other than such members, holders or trustees, being persons so entitled provided that it shall not be necessary to send copies of the documents aforesaid.
- (i) to a member or to holder of debentures of the Company who is not entitled to have notice of general meetings of the Company sent to him and of whose address the Company is unaware;
  - (ii) to more than one of the joint holders of any shares or debentures one of whom is entitled to have such notice sent to him;
  - (iii) in the case of joint holders of any shares or debentures some of whom are not entitled to have such notices sent to them to those who are not so entitled.

PROVIDED THAT if the copies of the documents, aforesaid are sent less than 21 days before the date of the meeting, they shall notwithstanding that fact, be deemed to have been duly sent, if it is agreed by all the members entitled to vote at the meeting.

- (2) Any member or holder of debentures of the Company whether he is or is not entitled to have copies of the Company's Balance Sheet sent to him shall, on demand be entitled to be furnished without charge and any person from whom the Company has accepted a sum of money by way of deposit, shall on demand accompanied by the payment of a fee of one rupee, be entitled to be furnished, with a copy of the Balance Sheet of the Company and of every document required to be annexed or attached thereto, including the Profit and Loss Account and the Auditors' Report.

#### **Three copies of Balance Sheet etc. to be filed with Registrar**

231. (1) The Company shall within thirty days from the date on which the Balance Sheet and Profit and Loss Account shall have been laid before the annual general meeting, file with the Registrar of Companies, three copies of the Balance Sheet and the Profit and Loss Account signed by the Managing Director, Manager or Secretary of the Company or if there be none of those by a director of the Company together with three copies of all documents which are required by the Act to be annexed or attached to such Balance Sheet or Profit and Loss Account.
- (2) If any annual general meeting of the Company before which a Balance Sheet is laid as aforesaid does not adopt the Balance Sheet a statement of that fact and of the reason thereof shall be annexed to the Balance Sheet and the copies thereof required to be filed with the Registrar of Companies.

### **AUDIT**

#### **Accounts to be audited**

232. Once at least in every year the accounts of the Company shall be balanced and audited and the correctness of the Profit and Loss Account and Balance Sheet ascertained by one or more Auditor or Auditors.

### **Appointment of Auditors**

233. (1) Auditors shall be appointed and their qualifications, rights and duties regulated in accordance with Sections 224 to 229 of the Act.
- (2) The Company shall at each annual general meeting appoint an Auditor or Auditors to hold office from conclusion of that meeting until the conclusion of the next annual general meeting and shall within seven days of the appointment give an intimation thereof to the Auditor so appointed unless he is the retiring Auditor.
- (3) At any annual general meeting a Retiring Auditor whatsoever authority appointed shall be re-appointed unless:
- (a) he is not qualified for re-appointment,
  - (b) he has given to the Company notice in writing of his unwillingness to be re-appointed,
  - (c) a resolution has been passed at that meeting appointing some body instead of him or providing expressly that he shall not be reappointed; or
  - (d) where notice has been given of an intended resolution to appoint some person or persons in the place of a retiring Auditor, and by reason of the death, incapacity or disqualification of that person or of all those persons, as the case may be, the Resolution cannot be proceeded with.
- (4) Where at any annual general meeting no. Auditors are appointed or reappointed, the Central Government may appoint a person to fill the vacancy.
- (5) The Directors may fill any casual vacancy in the office of Auditor, but while any such vacancy continues, the surviving or continuing Auditor or Auditors (if any) may act but where such vacancy is caused by the resignation of an Auditor the vacancy shall only be filled by the Company in general meeting. .
- (6) The Company shall, within seven days of the Central Government's power under the Sub Clause (4) becoming exercisable give notice of that fact to that Government.
- (7) A person, other than a retiring Auditor, shall not be capable of being appointed at an annual general meeting unless special notice of a resolution for appointment of that person to the office of Auditor has been given by a member to the Company not less than fourteen days before the meeting in accordance with Section 190 of the Act and the Company shall send a copy of any such notice to retiring Auditor and shall give notice thereof to the members in accordance of Section 190 of the Act and all the other provisions of Section 225 of the Act shall apply in the matter. The provisions of this sub-clause shall also apply to a resolution that retiring Auditor shall not be re-appointed.
- (8) Notwithstanding anything contained in sections 224 to 233 of the Act, in the foregoing provisions of this Article and in Articles 233 and 235 so long as the Company is a Government Company within the meaning of Section 617 of the Act, the provisions of Sections 619 and 619A of the Act, shall be complied with and the Auditor or Auditors of the Company shall be appointed or re-appointed by the CENTRAL GOVERNMENT on the advice of the Comptroller and Auditor General of India as Provided in Section 619(2) of the Act.

### **State Government to direct audit by the comptroller and Auditor General of India or its nominee**

234. (1) If and so long as the Government of Gujarat holds (either in the name of the Governor of Gujarat or in the name of its nominee or nominees) at least 25 percent of the paid up capital of the Company for the time being, it shall be lawful for the State Government to direct the Company to have its accounts for the year or years specified in such direction, audited by the Comptroller and Auditor General of India and it shall be the duty of the Company to abide by and comply with such direction.

- (2) On the State Government giving directions in pursuance of Clause (1) hereof, or so long as the Company is a Government Company within the meaning of Section 617 of the Act the Comptroller and Auditor General shall have powers -
  - (a) to direct the manner in which the Company's accounts shall be audited by the auditor or auditors appointed in pursuance of Article 233 hereof and to give such auditor or auditors instructions in regard to any matter relating to the performance of his/their functions as such:
  - (b) to conduct a supplementary or test audit of the Company's accounts by such person or persons as he may authorise in this behalf and for the purposes of such audit to have access, at all reasonable time, to all accounts, Accounts Books, Vouchers, Documents and other papers of the Company and to require information or additional information to be furnished to any person or persons so authorised, on such matters by such persons and in such form as the Comptroller and Auditor General may, by general or special order, direct.
- (3) The Auditor or Auditors aforesaid shall submit a copy of his/their audit report to the comptroller and Auditor General of India who shall have the right to comment upon or supplement the audit. report in such manner as he may think fit. Any such comments upon or supplement to the audit report shall be placed before the Annual General Meeting of the Company before the Annual General Meeting of the Company at the same time and in the same manner as the audit report.

#### **Remuneration of Auditors**

234. The remuneration of the Auditors of the Company shall be fixed by the Company in General Meeting except that the remuneration of any Auditors appointed to fill any casual vacancy may be fixed by the Directors.
- (1) Every Auditor of the Company shall have the right of access at all times to the books and accounts and vouchers of the Company wherever kept and shall be entitled to require from the Directors and Officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditors.
  - (2) The Auditors shall make a report to the members of the Company on the accounts examined by him and on every Balance Sheet and Profit and Loss Account and on every other document declared by the Act to be part or annexed to the Balance Sheet or Profit and Loss Accounts which are laid before the Company in General Meeting during his tenure of office and the report shall state whether in his opinion and to the best of his information and according to explanation given to him the said accounts give the information required by the Act in the manner so required and give a true and fair view;
    - (i) in the case of the Balance Sheet, of the State of the Company's affairs as at the end of its financial year, and
    - (ii) in the case of the Profit and Loss Account of the Profit or Loss for its financial year.
  - (3) The Auditors' Report shall also state:
    - (a) whether he has obtained all the information and explanation, which to the best of his knowledge and belief were necessary for the purpose of his audit;
    - (b) whether, in his opinion, proper books of account as required by law have been kept by the Company so far as appears from his examination of those books of accounts and proper returns adequate for the purpose of his audit have been received from the branches not visited by him
    - (c) whether the report on the accounts of any branch office audited under Section 228 of the Act by a person other than the Company's Auditor has been forwarded to him

as required by Clause (c) of Sub Clause (3) thereof .and how he has dealt with the same in preparing the Auditors' Report:

- (d) whether the Company's Balance Sheet and Profit and Loss Account dealt with by the Report are in agreement with the books of account and returns.
- (4) Where any of the matters referred to in Sub-Clauses (a), (b), (c:) and (d) hereof is answered in the negative or with a qualification on the Auditors' Report shall state the reason for the answer.

**Account when audited and approved conclusive except as to errors discovered within 3 months**

235. Every account when audited and approved by a general meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof, whenever any such error is discovered within that period, the account shall be corrected and henceforth shall be conclusive.

**DOCUMENTS AND NOTICES**

**Service of notice etc.**

236. (1) A document or notice may be served by the Company on any member thereof either personally or by sending it by Post to him at his registered address or if he has no registered address in India, to the Address if any, within India supplied by him to the Company for serving documents or notice on him.
- (2) Where a document or notice is sent by Post :
- (a) service thereof shall be deemed to be effected by properly addressing the documents prepaying and posting a letter containing the document or the notice provided that where a member has intimated to the Company in advance that documents should be sent to him under a certificate of posting or by registered Post with or without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the documents or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member, and
  - (b) such service shall be deemed to have been effected;
    - (i) in the case of notice of meeting at the expiration of forty-eight hours after the letter containing the same is posted; and
    - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of Post.
- (3) A document or notice advertised in a newspaper circulating in the neighborhood of the registered office of the Company shall be deemed to be duly served on the day on which the advertisement appears, on every member of the Company who has no registered address in India and has not supplied to the Company an address within India for the giving of notices to him.
- (4) A document or notice may be served by the Company on the joint holders of a share by serving it on the joint holder named first in the Register in respect of the share.
- (5) A document or notice may be served by the Company on the person entitled to a share in consequence of the death or insolvency of a member by sending it through the Post in a prepared letter, addressed to them by name or by title of representatives of the deceased, or assignees of the insolvent or by any like description, at the address, if any, in India supplied for the purpose by the person claiming to be so entitled, or until such an address has been so supplied, by serving the document or notice in any manner in which it might have been served if the death or insolvency had not occurred.

- (6) The signature to any document or notice to be given by the Company maybe written or printed or lithographed.

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

237. Document or notice of every general meeting shall be served or given in the same manner hereinbefore authorized on or to (a) every member, (b) every person entitled to a share in consequences of the death or insolvency of a member and (c) the auditor or auditors for the time being of the Company, PROVIDED THAT when the notice of the meeting is given by advertising the same in newspaper circulating in the neighborhood of the office of the Company under Article 101 a statement of material facts referred to in Article 102 need not be annexed to the notice, as is required by that Article but it shall merely be mentioned in the advertisement that the statement has been forwarded to the members of the Company.

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

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

**Service of documents on Company**

239. A document may be served on the Company or an officer thereof by sending it to the Company or officer at the registered Office of the Company or by Post under a certificate of Posting or by Registered Post or by leaving it at its registered office.

**Service of documents by Company on the Registrar of Companies**

240. A document may be served on the Registrar of Companies by sending it to him at his office by Post under a certificate of Posting or by Registered Post or by delivering it to or leaving it for him at his office.

**Authentication of documents and proceedings**

241. Save as otherwise expressly, provided in the Act, a document or proceeding requiring authentication by the Company may be signed by a Director, the Manager or the Secretary or other authorised officer of the Company and need not be under the Common Seal of the Company.

**REGISTERS AND DOCUMENTS**

**Registers and documents to be maintained by the Company**

242. The Company shall keep and maintain, Registers, Books and Documents as required by the Act or these Articles, including the following:
- (1) Register of Investments made by the Company but not held in its own name as required by Section 49 (7) of the Act and shall keep it open for inspection by any member or debenture holder of the Company without charge.
  - (2) Register of Mortgages and Charges as required by Section 143 of the Act and copies of instrument creating any charge requiring registration according to Section 136 of the Act and shall keep them open for inspection by any creditor or member of the Company without fee and for inspection by any person on payment of a fee of rupee one for each inspection.
  - (3) Register and Index of Members as required by Section 150 and 151 of the Act and shall keep the same open for inspection of any member or debenture holder without fee and by any other person on payment of a fee of rupee one for each inspection.
  - (4) Register and index of Debenture Holders under Section 152 of the Act and keep it open for inspection of any member or Debenture Holder without fee and by any other person on payment of rupee one for each inspection.
  - (5) Foreign Register, if so thought fit, as required by Section 157 of the Act and it shall be

open for inspection and may be closed and extracts may be taken there from and copies thereof as may be required, in the manner, mutatis mutandis as is applicable to the Principal Register.

- (6) Register of Contracts, and companies and firm in which Directors are interested as required by Section 301 of the Act and shall keep it open for inspection of any member free of charge.
- (7) Register of Directors, and Secretary etc. as required by Section 303 of the Act and shall keep it open for inspection by any member of the Company without charge and of any other person on payment of a fee of rupee one for each inspection.
- (8) Register as to holdings by Directors of shares and/or debentures in the Company as required by Section 307 of the Act and shall keep it open for inspection by any member or debenture holder of the Company on any working day during the period beginning fourteen days before the date of the Company's annual general meeting and ending three days after the date of its conclusion.
- (9) Register of investments made by the Company in share and debentures of bodies Corporate as required as Section 372 of the Act.
- (10) Books recording minutes of all proceedings of general meeting and all proceedings at meetings of its Board of Directors or of Committees of the Board in accordance with the provisions of Section 193 of the Act.
- (11) Copies of Annual Returns prepared under Section 159 of the Act together with the copies of certificate and documents required to be annexed thereto under Section 161 of the Act.
- (12) Register of loans as required by Section 372A of the Act.

#### **Inspection of Registers**

243. The Registers mentioned in Clauses 9 and 12 of the foregoing Article and the minutes of all proceedings of general meetings shall be open to inspection and extracts may be taken there from and copies thereof may be required by any member of the Company in the same manner, to the same extent and on payment of the same fees as in the case of the Register of Members of the Company, as provided for in Clause 3, of the said Article. Copies of entries in the Registers mentioned in the foregoing Article shall be furnished to the persons entitled to the same on payment of thirty-seven paise for every hundred words or fractional part thereof required to be copied. The Company shall give inspection of above Registers to the persons entitled to the same on such days and during such business hours as may consistently with the provisions of the Act in that behalf be determined by the Company in general meeting.

#### **WINDING UP**

##### **Distribution of Assets**

244. 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 the 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 a 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 up, the excess shall be distributed amongst the members in proportion to the capital paid up 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 the shares issued upon special terms and conditions.

##### **Distribution in specie or kind**

245. (1) If the Company shall be wound up, whether voluntarily or otherwise, the liquidator 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 contributions of any of them, as the Liquidator, with such sanction, shall think fit.

- (2) 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 contributories (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given 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 the contributories shall be determined upon, any contributory who would be prejudiced thereby shall have right to dissent and ancillary rights as if such determination were a special resolution passed pursuant to Section 494 of the Act.
- (3) 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 special resolution by notice in writing direct the Liquidator to sell his proportion and pay him the net proceeds and the Liquidator shall if practicable act accordingly.

#### **Right of Shareholders in case of sale**

246. 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 liquidator be distributed amongst the e62 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.

### **INDEMNITY**

#### **Directors' and. others' rights, to indemnity**

247. Subject to provisions of Section 201 of the Act, every Director, or Officer or Servant of the Company or any person (whether an officer of the Company or not) employed by the Company as auditor shall be indemnified by the Company against and it shall be the duty of the Directors out of the funds of the Company to pay all costs charges, losses and damages which any such person may incur or become liable to by reason of any contract entered into or act or thing done, concurred in, committed to be done by him in any way in or about the execution. or discharge of his duties or supposed duties (except such if any as he shall incur or sustain through or by his own wrongful act, neglect or default) including expenses and in particular and so as not to limit the generality of the foregoing provisions against all liabilities incurred by him as such Director, Officer or Auditor or other officer of the Company in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted to him by the Court.

#### **Director/Officer not responsible for acts of others**

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

### **SECURITY CLAUSE**

#### **Secrecy clause**

249. Every Director, Manager, Auditor, Treasurer, Trustee, Member of a Committee, Officer, Servant,

Agent, Accountant or other person employed in the business of the Company shall, if so required, by the Directors before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions, in these presents contained.

**No member to enter the premises of the Company without permission**

250. No member or other person (not being a Director) shall be entitled to visit or inspect any property or premises of the Company without the permission of the Directors or Managing Director or to require discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process, or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the Director, it would be inexpedient in the interest of the Company to disclose.

**Exemption from provisions of the Companies Act**

- 251 Notwithstanding anything contained in the foregoing Articles the Company will be entitled to avail of so long as it is a Government Company and/or wholly Government owned Company all the exemptions granted declared by the Central Government from the various provisions of the Act from time to time.

**Provisions pursuant to Shareholders' Agreement with India Development Fund**

252. Notwithstanding anything to the contrary contained in these Articles, during the Term of the Shareholders' Agreement executed between the Company, India Development Fund ("the Investor") a unit scheme of IDFC Infrastructure Fund a trust created under the Indian Trust Act, 1882, which is a venture capital fund registered under the Securities and Exchange Board of India (Venture Capital Funds) Regulations, 1996, and Gujarat State Petroleum Corporation Limited ("GSPCL/the Promoter") a company registered in India under the Companies Act having its Registered office at GSPC Bhavan, behind Udyog Bhavan, Sector 11, Gandhinagar 382 011, the provisions of Articles 252 to Article 298 shall apply and in the event of any inconsistency between the foregoing provisions of these Articles and the provisions of Articles 252 to Article 298, the provisions of Articles 252 to Article 298 will override and prevail. For the purpose of this Article 252 and Articles from Article [252] upto Article 298 the "Term of the Shareholders' Agreement" or "Term of the Agreement" shall mean:

- i. Articles 252 to 298 of this Part shall be effective w.e.f. the date of allotment of shares by the Company to the Investor ("the Effective Date") and for so long as the Investor holds any Equity Shares. Provided that certain provisions of these Articles as more particularly mentioned in clauses ii., iii., and iv. below shall cease to operate on the happening of certain events as more particularly mentioned therein.
- ii. Notwithstanding anything contained in these Articles, Articles 267, 269, 270 and 271 and the right of the Investor Director to be part of the committees mentioned in Article 272, 273 and 274 shall terminate on the shareholding of the Investor falling below 7.5% of the paid-up Equity Share capital of the Company, irrespective of whether the same is prior to the successful completion of an IPO or thereafter.

The Investor shall also on happening of the above events forthwith ensure that the Investor Director shall submit his/her resignation from the Board of the Company, failing which it shall be deemed that the Investor Director has vacated office. The Company shall be entitled to undertake any actions that may be required under applicable law including amending these Articles to ensure and reflect the same.

Provided that in spite of the shareholding of the Investor falling below 7.5% of the paid-up Equity Share capital of the Company, Affirmative Vote of the Investor would be required for Winding-up and/or liquidating the Company or for amendment of Charter Document taking

away right of Affirmative Vote of Investor with respect to Winding-up and/or liquidating the Company

- iii. Notwithstanding anything contained in these Articles, Articles 262, 268, 276 to 279, 281, 287 to 290 in its entirety shall terminate on the successful completion of an IPO. The Company shall be entitled to undertake any actions that may be required under applicable law including amending these Articles to ensure and reflect the same.
- iv. Articles 258 and 264 (subject to the qualifications contained therein) shall survive the successful completion of an IPO for a period of two years after the successful completion of the IPO.
- v. The termination of the Shareholders' Agreement or the ceasing of operation of certain clauses under these Articles shall be without prejudice to any claim or rights of action previously accrued to the Parties hereunder before such termination / cessation.
- vi. Notwithstanding the termination of the Shareholders' Agreement, the provisions of these Articles that are expressed to survive termination shall survive the Term of the Agreement.

#### **Definitions for this Part**

253. In this Part of the Articles, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings.

- (a) **“Acquisition Cost” or “Acquisition Cost Per Company Share”** means with reference to the Investor, the price per Subscription Share paid by the Investor.
- (b) **“Affiliate”** in relation to these Articles means any entity controlled by such Party by (i) legal or beneficial ownership of majority shareholding/ownership of such entity; or (ii) the right to appoint the majority of directors / the applicable governing body; or (iii) specific contract conferring power of management; and/or (iv) a Governmental directive conferring power of management of such entity.
- (c) **“Affirmative Vote Items”** shall have the meaning given to the term in Article 270.
- (d) **“Audit Committee”** means the Audit Committee of the Board.
- (e) **“Board”** means the Board of Directors of the Company.
- (f) Deleted
- (g) **“Business Day”** means, a day not being a Saturday or Sunday, on which banks in Ahmedabad and Mumbai are permitted to remain open for normal banking business.
- (h) **“Business Hours”** means the hours between 10.00 a.m. and 5.00 p.m. on a Business Day.
- (i) **“Business Plan”** shall mean the Base Case business plan of the Company as mentioned in Schedule 9 of the Shareholders' Agreement.
- (j) **“Companies Act”** means, the Companies Act, 1956, as amended from time to time.
- (k) **“Director”** means a director on the Board of the Company for the time being.
- (l) **“Equity Shares”** means equity shares of the Company having a face value of Rs. 10 per share, as of the date hereof.
- (m) **“Existing Shareholders”** shall mean Gujarat State Petroleum Corporation Limited (**“GSPCL”**), Gujarat Maritime Board (**“GMB”**), Gujarat Electricity Board (**“GEB”**) and Gujarat State Electricity Company Ltd (**“GSEC”**).
- (n) **“Financial Year”** means, the financial year being the twelve (12) month period commencing from April 1 in a year to March 31 of the immediately succeeding year.
- (o) **“Gas Transmission Agreements” or “GTAs”** means the Gas Transmission Agreements entered into / which may hereafter be entered into with various customers of the Company from time to time and any modifications thereof.
- (p) **“Governmental Authority”** means any government, semigovernmental authority; any

department, agency or instrumentality of any government or any judicial / quasi judicial authority.

- (q) **Deleted.**
- (r) **“Investor Director”** means a Director nominated by the Investor and appointed by the Company in accordance with Article 267 of these Articles.
- (s) **“IPO”** means the listing and trading of Equity Shares of the Company on a stock exchange/ securities market acceptable to the Investor, pursuant to an initial offering of the Equity Shares of the Company to the public or other category of investors (whether in India or otherwise) by the Company and/or its Equity Shareholders.
- (t) **“Licenses”** mean any approvals, consents, registrations, permits, declarations and the like, obtained or made in the course of or necessary for the business and operations of the Company or for the establishment or implementation of the Company’s projects, businesses and operations.
- (u) **“Lien”** means any kind of security interest of whatsoever nature including any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person.
- (v) **“Part”** shall mean the provisions of Articles [252] to Article 298.
- (w) **“Policies”** mean the dividend policy, related party transaction policy and the treasury management policy as contained in Schedule 6 of the Shareholders’ Agreement;
- (x) **“Promoter”** shall mean GSPCL.
- (y) **“Strategic Investor”** shall mean any person engaged in any of the business of exploration, production, sale, trading, transportation, transmission or distribution or related activities of hydrocarbons , including but not limited to petroleum and petroleum products, natural gas, CNG, PNG within or outside India or any other entity being a holding company or a subsidiary of such Strategic Investor or otherwise being an Affiliate of such Strategic Investor, which term “Affiliate” as defined in this Agreement shall be applied mutatis mutandis with respect to the Strategic Investor.
- (z) **Deleted.**
- (aa) **“Subscription Agreement”** means the subscription agreement dated on or about the date hereof executed / to be executed between the Company, the Investor and the Promoter.
- (bb) **“Shareholders’ Agreement”** shall mean the Shareholders’ Agreement dated on or about the date hereof executed / to be executed between the Company, the Investor and the Promoter.
- (cc) **Deleted.**
- (dd) **“Taxes”** mean any and all taxes, including without limitation, on gross receipts, sales, turn-over, value addition, use, lease, consumption, property, income, franchise, capital, occupation, license, excise, and customs, stamp duty and other taxes, duties, assessments or fees, howsoever imposed, withheld, levied, or assessed by any Governmental Authority or any other taxing authority.
- (ee) **“Term of the Agreement”** shall have the meaning assigned in Article 252 above.
- (ff) **“Transaction Documents”** shall mean the Shareholders’ Agreement and the Subscription Agreement.
- (gg) **“Transfer”** means and includes any direct or indirect sale, assignment, lease, transfer, pledge, encumbrance or other disposition of or the subjecting to a security interest of, any property, asset, rights or privilege or any interest therein or thereto other than an assignment as per the provisions of Articles 297 and 298.

#### **Interpretation**

254. In this Part:

- (a) References to the singular shall include references to the plural and vice-versa.

- (b) Any reference herein to a statutory provision shall include such provision, as in force on the relevant date.
- (c) References to “persons” shall include references to individuals, partnerships, trusts, bodies corporate, associations, governments and governmental and local authorities and agencies.
- (d) The term “include”, “including” and grammatical variations thereof shall be construed without limitation.
- (e) Reference to the word “laws” without reference shall be construed to be references to the laws of India and any reference to any laws, shall include all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, byelaws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government Authority, statutory authority, tribunal, board or court, as may be applicable.
- (f) Clause headings used are for ease of reference only and in no way define, limit, extend or describe the scope of these Articles or any provisions hereof.
- (g) Any requirement for approvals, permissions, consents or acceptance required from any of the parties shall mean a requirement for approval, permission, consent or acceptance in writing of such person.

#### **The Business Plan**

- 255. The Business Plan shall contain the business strategy, project details including but not limited to project cost, means of finance, projected financial statements including profit & loss account, balance sheet and cash flow statements for any financial year and the subsequent two financial years and would form the basis of management of the business of the Company. The Company has formulated a Business Plan for the period commencing from the 1st day of April, 2004 till the 31st day of March, 2007. The first version of this Business Plan (the “**Base Case Business Plan**”) covering Phase I of the Business has been approved and finalized.
- 256. The Business Plan shall be reviewed on an annual basis in the month of March by the Committee who shall recommend any necessary alteration/ revision/ amendment/ updation of the Business Plan for approval to the Board. Apart from the said annual updation/alteration/revision / amendment in the event of any modification being required to be made during the year the same be recommended by the Committee for approval to the Board.
- 257. On the recommendations of the Committee, the Business Plan of the Company may be modified by the Board. The Business Plan shall not be modified save and except with the prior consent of the Board in accordance with the above provisions.

#### **Promoter undertakings in relation to the Business, etc.**

- 258. The Promoter has undertaken:
  - (a) The Promoter shall not Transfer its Equity Shares in the Company save and except as permitted under the provisions of these Articles. Further, the Promoter shall at all times during the Term of the Agreement hold at least 26% of the paid-up and issued Equity Share Capital of the Company. It is clarified for the purpose of abundant caution that even in the event of a further issue of Equity Shares by the Company in accordance with the other provisions of the Articles of this Part, GSPCL shall at all times continue to comply with the provisions of this clause by either subscribing to fresh Equity Shares or by purchasing Equity Shares from the other Equity Shareholders. It is clarified and agreed that the fresh issue of shares by the Company to GSPCL shall be at the same price at which the Equity Shares of the Company are proposed to be issued to the other persons.
  - (b) At all times management control of the Company shall be retained by GSPCL.
  - (c) Subject to applicable laws and government policies, the Promoter undertake that neither the Promoter nor the Affiliates of the Company shall sponsor/ promote directly or indirectly any other Company or engage in any activities and/or business, that would be in direct or indirect competition with the Company or detrimental to the interest of the Company. The Promoter shall ensure that all ventures/investments of the Promoter or the Affiliates of the Company either directly or through the Affiliates of the Company in any entity primarily engaged in the transportation and transmission of Natural Gas shall be implemented only through the Company. Provided that the restriction contained in this Clause shall not apply to the

implementation of pipelines for captive use strictly under the terms of applicable production sharing contracts and if substantial additional benefit accrues to the concerned Promoter on account of such implementation which would not have been available to the Company had the project being implemented through the Company. Provided however that the benefit of use of capacity in all such pipelines over and above the utilisation by the concerned Promoter from Production from the oil and gas fields to the extent under its control, management and ownership shall be provided exclusively to the Company. In the event the Promoter does undertake either directly or through any other entity the business of gas distribution, the Promoter shall ensure that such business of gas distribution does not prejudice, jeopardise or adversely affect the existing and potential business of the Company.

- (d) Subject to any applicable laws and governmental policies apart from any captive pipelines under production sharing contracts as set out in clause (c) above, the Promoter shall at all times ensure that the Promoter only uses the pipelines of the Company for the transportation and transmission of natural gas marketed and/or sold by the Promoter.
- (e) The Promoter shall at all times ensure that the Promoter provide the Company with appropriate management and technical expertise and support to enable the Company to conduct its Business in a manner that is consistent with prudent business practice.
- (f) In the event of any cost over-run in completing Phase I of the Business or 106 in the event of any adverse impact on the debt:equity ratio of the Company, the Promoter shall ensure that additional funds are introduced into the Company as unsecured loans to meet all such cost overruns / imbalance in the debt:equity ratio of the Company. These loans shall be advanced at the prevailing bank rate as understood under section 372A of the Companies Act, 1956.
- (g) Any gap/ shortfall in equity in meeting the project cost of Phase I shall be introduced by the Promoter into the Company by subscription to fresh Equity Shares.
- (h) The Promoter shall provide necessary support to the Company from time to time in order to assist the Company in marketing natural gas and negotiating and entering into Gas Transmission Agreements.
- (i) In the event of any costs, expenses and Taxes arising as a consequence of the transfer of Hazira Mora Pipeline to the Company, such costs shall be borne by the Promoter.

259. The Promoter does hereby confirm that the undertakings contained in this part of the Article are in addition to and without prejudice to the covenants and undertakings of the Promoters contained elsewhere in these Articles.

**Transfer restrictions, etc.**

**a) Right to further subscription:**

260. In the event the Company decides to issue additional Equity Shares the Investor would have the first right (but not the obligation) to subscribe up to such number of additional Equity Shares as would enable the Investor to maintain its percentage of Equity Shareholding in the Company. The price and terms at which such option shall be available to the Investor shall be the same price and terms as are offered to such other investor/s / subscribers and shall be subject to applicable laws (if any).

**b) Restrictions on Transfer on the Investor:**

261. Notwithstanding anything contained in these Articles, the Investor shall not, except with the prior written approval of the Promoter, transfer any shares allotted to it in the Company for a period of three (3) years from the date of allotment of Shares or upto the date of successful completion of an IPO of the Company, whichever is earlier.

However the Promoter may in its sole discretion grant an approval for sale of any Shares by the Investor before the expiry of the aforesaid period.

**c) Right of First Refusal in the event of a sale by the Investor**

262. Deleted.

**c) Restrictions on Transfer on the Promoter:**

263. The Promoter shall not, directly or indirectly, Transfer any Shares or any legal or beneficial interest

therein, except in compliance with the other provisions of these Articles, including without limitation Article 264 below. Provided that the Promoter may pledge their Equity Shareholding in the Company in favour of the lenders of the Promoter and the Company, subject to the unencumbered shareholding of the Promoter not falling below 26% of the paid-up share capital of the Company. This restriction shall be subject to the time period specified in Article [252(iv)] above.

**d) Right of Tag Along in the event of a sale by the Promoter.**

264. (a) In addition to the restrictions mentioned elsewhere in these Articles, the Promoter shall not sell their Equity Shares in the Company unless they have provided the Investor with a “tag-along right” specified in this sub-clause (b) below.
- (b) In the event the Promoter desire to sell any Equity shares of the Company (for the purpose of this sub-clause, called the “**Promoter Sale Shares**”) the Promoter shall provide the Investor a right to tagalong. If the Promoter propose to sell any of the Equity Shares held by them to any person, then, the Promoter shall give a written notice (the “**Tag-along Offer Notice**”) to the Investor copied to the Company. The Tag-along Offer Notice shall state the Promoter Sale Shares proposed to be sold, the proposed price, the proposed date of consummation of the proposed sale and the proposed transferee, a representation that the proposed transferee stated in the Tag-along Offer Notice has been informed of the “tag-along right”. The Investor shall then be entitled to respond to the Tag-along Offer Notice by serving a written notice (the “**Response Notice**”) on the Promoter within thirty (30) Business Days after the date of receipt of the Tag-along Offer Notice (the “**Tag-along Offer Period**”) requiring the Promoter to ensure that the proposed transferee of the Promoter Sale Shares also purchases a proportionate number of the Investor’s Equity Shares (in proportion to the number of the Company Shares then held by them) as mentioned in the Response Notice at the same price and on the same terms as are mentioned in the Tag-along Offer Notice.
- (c) The Promoter shall ensure that along with the Promoter Sale Shares, the proposed transferee also acquires the Investor’s Equity Shares (or such proportion thereof) specified in the Response Notice for the same consideration and upon the same terms and conditions as applicable to the Promoter Sale Shares. Such acquisition of the Promoter Sale Shares and the Equity Shares specified in the Response Notice shall be completed within thirty days (30) days of the receipt of the Response Notice if Investor has indicated that it wants to tag along. The Promoter shall not be entitled to sell or transfer any of the Promoter Sale Shares to any proposed transferee unless the proposed transferee simultaneously purchases and pays for the required number of the Investor’s Equity Shares mentioned in the Response Notice in accordance with the provisions of this Article. If the Investor does not deliver the Response Notice to the Promoter prior to the expiry of the Tag-along Offer Period, the Promoter shall be entitled to sell and transfer the Promoter Sale Shares to the proposed transferee mentioned in the Tag-along Offer Notice on the same terms and conditions and for the same consideration as is specified in the Tag-along Offer Notice upon the expiry of the Tag-along Offer Period or upon indication by the Investor that it does not want to tag along. If completion of the sale and transfer to the proposed transferee does not take place within a period of thirty (30) days following the expiry of the Tag-along Offer Period, the Promoter’s right to sell the Promoter Sale Shares to such transferee shall lapse and the provisions of this Article shall once again apply to the Promoter Sale Shares.
- (d) It is hereby clarified and agreed that after successful completion of an IPO, the tag-along rights contained in the clauses above would be available to the Investor only if the Promoter sells at least 2.5% or more of the paid-up Equity Share capital of the Company under a block sale (irrespective of whether such block sale is split over one or more tranches).
- (e) It is further clarified and agreed that subsequent to the successful completion of an IPO, even if the Investor is not entitled to tagalong rights pursuant to (d) above, the Promoter shall, subject to applicable laws permitting the same, provide a report to the Investor of all actual sales made by the Promoter including all details of such sales. Such report would be provided on a quarterly basis (calendar quarter). Provided that if the aggregate sales of the Promoter in a calendar quarter exceeds 2.5% of the paid-up Equity Share capital of the Company, the Promoter shall also provide an interim report within 3 days of such limit being exceeded.
- (f) Provided however that the provisions of this Article [252] shall not apply to the sale of Equity Shares by the Promoter to any Affiliate of the Company or to any Existing Shareholders if

and only if the said Affiliates of the Company or the Existing Shareholders, as the case may be, shall, prior to such sale, have executed a deed of adherence in favour of the Company and the Investor in the form annexed as Schedule 7 to the Shareholders' Agreement.

**e) Certain Clarifications:**

265. (a) It is hereby clarified that nothing in Articles 260 to 266 shall provide the Promoter a right to sell the Equity Shares held by the Promoter in violation of the Promoter's obligation contained in Article 258 above. This restriction shall be subject to the time period specified in Article 252(iv) above.
- (b) Any agreement or arrangement to Transfer any of the Equity Shares held by the Promoter and the Investor other than in the manner permitted by these Articles shall be null and void. The Company shall not record any such Transfer or agreement or arrangement to Transfer on its books and shall not recognize or register any equitable or other claim to, or any interest in such Shares which have been transferred in any manner other than as permitted under these Articles.
- (c) The Equity Shares of the Company allotted to the Investor shall be free from all encumbrances or Liens.
- (d) The Investor shall be under no obligation to pledge or otherwise create any Lien in respect of the Company Shares held by it or to provide any guarantee or any other support of any nature whatsoever to any person, including but not limited to the lenders of the Company.
- (e) Subject to the restrictions detailed in Articles [261 and 262] above and subject to the restrictions on assignment of rights and obligations contained in Article 297 and 298 below, the Equity Shares held by the Investor will be freely transferable / tradable and the Investor, at its sole discretion, shall have the right to sell its equity investment, without any restrictions to anybody including without limitation to other financial and / or strategic investors, in the Company at any time in the manner permitted by these Articles. In addition, the Investor shall not be deemed to be or treated as a promoter or sponsor of the Company for any purpose or reason whatsoever (including without limitation for the purpose of or in relation to an IPO). The Company and the Promoter hereby agree that the Investor shall not be named as a 'promoter' or 'sponsor' in the prospectus or any other documents related to an IPO. The Investor shall not be required to offer or make available their Equity Shares for the purposes of any mandatory lock-in as applicable under the Securities and Exchange Board of India (Disclosure & Investor Protection) Guidelines, 2000, other than such lock-in as may be required under the said guidelines for non-promoters, if applicable and/or mandatory.
- (f) The Equity Shares of the Company allotted to the Investor shall at all times rank pari-passu with the Company's issued and paid-up Equity Shares with respect to all matters including but not limited to voting rights, dividends and rights issues.

**f) More Favourable Terms:**

266. In the event any rights or more favourable terms are granted by the Company and/or the Promoter to any existing and/or future equity investors which rights or terms are not available to the Investor pursuant to these Articles or any Transaction Documents such rights or terms shall also be available to the Investor provided the Investor agrees to abide by such terms in entirety.

**Corporate Governance**

**a) Investor Director:**

267. Subject to Article 252 (ii):
- (a) The Company shall be managed by a Board, which shall exercise such powers and functions as are permitted under the Companies Act and the Charter Documents of the Company. The Investor shall be entitled to appoint one (1) nominee director liable to retire by rotation (the "Investor Director") on the Board of the Company.
- (b) All expenses relating to an Investor Director's functions as a Director shall be borne by the Company.
- (c) The Promoter shall vote and shall ensure that the Affiliates of the Company also vote their Equity Shares (if necessary) and each Director of the Company shall exercise their powers, to facilitate the appointment/nomination/re-appointment/fresh appointment of the Investor

Director. No person other than the Investor shall be permitted to remove or replace at any time and for any reason (or no reason) the Investor Director who has been elected to the Board of the Company. Provided that upon such removal of the Investor Director by the Investor, the Investor shall be entitled to nominate another director to replace such director and such nominated director shall replace the Investor director so removed. Upon notice by the Investor to the Board of the Company of a new Investor Director, the Board of the Company shall appoint such new Investor Director to fill the vacancy at its next meeting and prior to taking any other action including, without limitation, actions taken by written consent. Provided however that in the event the Promoter is unable to ensure the appointment of the Investor Director as a rotational director in accordance with the provisions of this clause, it shall be deemed that the Investor Director so nominated by the Investor has become a non-rotational director and is not liable to retire by rotation. The Promoter shall do all such acts as are required to ensure the same.

- (d) In the event the Investor or the Investor Director wishes to appoint an alternate director for the Investor Director, the Board of the Company will promptly upon receipt of a written notice to that effect, appoint an alternate Director for such Investor Director in accordance with the provisions of the Companies Act, 1956. Such written notice shall specify the name and details of the alternate Director.

**b) Independent Directors:**

268. ~~deleted~~

**(c) Meetings of Board:**

269. (a) The Board shall meet at least once every three months and the quorum for a Board Meeting (including any adjourned meeting) shall require the presence of at least the Investor Directors or his / her alternate. Provided that in the event the Investor Director is not present within 30 minutes from the time of commencement of the Board Meeting (including any adjourned meeting), the Board Meeting may proceed without the presence of the Investor Director on all specific agenda matters other than Affirmative Vote Items and other than items proposed at the meeting under any general heading on the agenda list such as “any other items that may be raised with the consent of the Chairman”. Provided however that in the event the Investor Director has provided its Affirmative Vote on Affirmative Vote Items in accordance with Article 270 (b) below or in the event it is deemed that the Investor Director has provided its Affirmative Vote on Affirmative Vote Items in accordance with the said Article 270 (b) below, the meeting may progress even on such Affirmative Vote Item. It is however clarified that in the event the Investor has refused to grant its Affirmative Vote on an Affirmative Vote Item then the matter shall not be proceeded with.
- (b) Subject to Article 252 (ii), all appointments and removals of such Investor Directors shall be decided only by the Investor.
  - (c) Subject to Article 252 (ii), the Board shall invite the Investor Director or his / her alternate or his / her representative as a special invitee in the Audit Committee meetings..
  - (d) A minimum ten (10) Business Days prior written notice shall be given to each Director (including an Investor Director) of any meetings, accompanied by the detailed agenda for the meetings (unless the Investor Director shall have given prior written approval for a meeting called at shorter notice).

**d) Affirmative Vote Items**

270. Subject to Article 252 (ii):

- (a) No action or decision relating to any of the matters specified in this Clause (each, an “Affirmative Vote Item”) shall be taken by the Company, unless the consent of the Investor for such item has been obtained in writing and/or by the positive vote of the Investor / Investor Director at any Board / General Meeting where the Investor / Investor Director is present. To the extent practical the Company shall operationalise these rights through the Board of Directors of the Company:
  - A. Increasing, decreasing, restructuring or otherwise altering or modifying the authorized share capital including Equity Shares, preference shares, convertible securities, warrants or other equity linked or quasi equity instruments or altering in any manner, the rights, benefits and privileges relating to any existing shares or such other securities

or issuing any Equity Shares or other securities entitling the holder thereof to any rights or privileges disproportionate to that of its existing Equity Shares or corresponding securities or entering into any agreement or arrangement granting any conversion rights;

- B. Entering into any transactions with an Affiliate of the Company or family member of the employees or Directors of the Company or the Promoter including issuing or giving any guarantee, bond, indemnity or undertaking any similar transaction by whatever name called, in respect of, or to secure the liabilities or obligations (financial, performance or otherwise) of any such person.
  - C. Availing or borrowing any funds or the issue of any guarantees or other working capital facilities (fund based and non-fund based), such that the total debt:equity is in excess of 2:1.
  - D. Acquiring, creating or investing in any entity, subsidiary or joint venture or permit any capital restructuring thereof;
  - E. Altering or revising the Business Plan save and except for any variation recommended by the Management Committee;
  - F. Any proposal relating to Amalgamation, merger, demerger, restructuring, capital restructuring or reorganising in any form whatsoever or acquiring any corporation or becoming party to any transaction having similar effect including any merger of the Company with GSPCL;
  - G. Winding-up and/or liquidating or taking any action in relation thereto or undertaking any transaction having similar effect;
  - H. Declaring or paying any dividend or other distribution by whatever name called, directly or indirectly, on account of any shares except to the extent permitted by and in accordance with the Dividend Policy;
  - I. Amending the Charter Documents, except as permitted or contemplated under this Agreement;
  - J. Deleted;
  - K. Selling, transferring, licensing, creating a Lien on or in any way disposing of any substantial assets of the Company save and except a Lien created in favour of Lenders who have provided / may hereafter provide facilities to the Company in accordance with Clause C above;
  - L. Making any investments by way of deposits, loans or subscription to shares and debentures other than normal treasury investments made as per the Treasury Management Policy approved by the Investor.
  - M. Transfer / Sell / Vest / Sub-contract any of the contracts (including GTAs) entered into by the Company save and except a Lien created in favour of Lenders who have provided / may hereafter provide facilities to the Company in accordance with Clause C above.
  - N. Change the Accounting Year applicable to the Company.
  - O. Any appointment, termination, reappointment of the Chief Operating Officer of the Company.
  - P. Any share buy-back by the Company.
  - Q. Any change in the charter of the Management Committee which affects (a) a right of the Investor under these Articles;
  - U. Any change in the charter of any other committee mentioned in these Articles.
  - W. Any significant utilisation of funds for purposes other than the Business.
- (b) The Investor shall communicate in writing their consent or refusal to such “affirmative vote items” within 10 Business Days of receipt of an intimation in this regard from the Company, failing which it would be deemed that the Investor has provided its consent for the “Affirmative Vote Items”.

**e) Shareholder Meetings:**

271. (a) All meetings of the shareholders of the Company shall be held in accordance with the Companies Act and these Articles with at least twenty one days prior notice for such meeting or by shorter notice with the consent of members as required by Companies Act. The quorum for a general meeting of the shareholders of the Company shall be determined in accordance with the Companies Act and these Articles and shall include a nominee of the Investor.
- (b) At such meeting of the shareholders, the Promoter shall ensure that their voting rights are exercised in accordance with the provisions of these Articles. In the event of any matters on the Agenda being Affirmative Vote Items, the Promoter shall ensure that they shall vote in such manner as may be required by the Investor on such items.
- (c) No "Affirmative Vote Items" which are not discussed at the Board or for which the Investor has refused consent at a Board Meeting can be raised by the Company or the Promoter in a shareholders meeting. In the event, such "Affirmative Vote Items" for which the Investor has refused consent is raised in the shareholders meeting by any other Shareholder or third party, the Promoter shall vote as may be required by the Investor.

**f) Constitution, role and functions of the Audit Committee :**

272. The Audit Committee shall be constituted and exercise powers in accordance with the provisions of the Companies Act, 1956 and the Listing Agreement.

**g) Deleted**

273. Deleted

**h) Deleted**

274. Deleted:

**Covenants**

**a) Voting Covenants**

275. Each of the Promoter and the Investor hereby agree and undertake that the voting rights in respect of any Shares held by them shall be exercised in accordance and full compliance with the terms of these Articles and further that such party shall cause its nominees (if any) on the Board the Company, to act and carry on their respective businesses and operations in accordance and full compliance with the terms of these Articles.

Without prejudice to the above, each party agrees and undertakes to exercise all powers and rights available to them (including, without limitation, their voting rights as Shareholders and those as/in respect of directors) in accordance with, and to effectuate, the decision of the Investor in relation to any Affirmative Vote Item and all other provisions of these Articles.

**b) Information Covenants**

276. Deleted

277. Deleted

278. Deleted.

279. Deleted.

280. In addition to the information to be provided as set out herein above, the following items shall form part of the agenda of the Board Meeting of the Company, and shall be discussed in such Board Meetings:

- (a) the detailed implementation schedule in respect of any projects or ventures being or proposed to be undertaken by them (subject always to the other provisions of this Agreement), currently being implemented by it on a periodic basis at least every quarter. The Investor Director shall have the right to review the progress of each such project or venture at such intervals it may reasonably deem necessary. The Company shall satisfy the Investor Director that the progress as well as the expenditure incurred are as per the original schedule provided to the Investor. To this end, the Company undertakes to furnish to the Investor Director such information and data as may be reasonably required by the Investor Director from time to time.

- (b) Material reports submitted for purposes of regulatory compliance and of notices received or reports or notices submitted to any Governmental Authority;
- (c) Any amendments or changes proposed to be made to any Licences and any Contracts which affects the business and operations of the Company.
- (d) Any proposed derivative transactions;
- c) Statutory Auditors; Special Audit**

281. **Deleted.**

**d) Other Covenants :**

- 282. (a) The Promoter shall not pledge their shareholding in the Company during the Term of the Agreement without the prior consent in writing from the Investor save and except to the extent of project loans required for the Promoter and the Company and subject to the unencumbered shareholding of the Promoter not falling below 26% of the paid-up share capital of the Company. This restriction shall be subject to the time period specified in Article 252 (iv) above.
- (b) The Company shall not transfer or send on deputation any employees of the Company in the Managerial Cadre M5 and above to any of the Promoter or any other company such that it would have an adverse effect on the Company.
- (c) The Policies to be followed by the Company shall be as contained in Schedule 6 to the Shareholders' Agreement.
- (d) **Deleted.**
- (e) **Deleted.**
- (f) **Deleted.**
- (g) The Company shall ensure that all its transactions, whether with Affiliates or otherwise shall be on an arms length basis.
- (h) The Company shall not hereafter issue any further equity shares to any Person at a price lower than the Acquisition Cost to the Investor.

**Exit For Investor**

**a) IPO Obligations**

283. **Deleted.**

**b) Indemnification**

- 284. The Company and the Promoter shall jointly and severally indemnify the Investor and / or each officer, Director, employee, agent and hold them harmless and keep them at all times fully indemnified and held harmless from and against all actions, proceedings, claims, liabilities (including statutory liability), losses, expenses, penalties, demands and costs (including reimbursement of any reasonable attorney fees) arising out of legal claims made by third parties relating to the ownership or any other right, title, interest or lien or encumbrance owing to any Equity Shares of the Company, not exceeding 100% of the amount subscribed by the Investors to the equity share capital of the Company.
- 285. The indemnification rights of the Investor under these Articles are independent of, and in addition to, such other rights and remedies as the Investor may have at law or in equity or otherwise.
- 286. The Articles 284 to 286 shall survive the Term of the Agreement.

**Buy-Out Obligations:**

- 287. **Deleted**
- 288. **Deleted.**
- 289. **Deleted.**
- 290. **Deleted.**

**Dispute Resolution:**

- 291. All disputes and differences that may arise between the Investor, the Company and/or the Promoter shall be referred to arbitration under the Arbitration & Conciliation Act, 1996 to three arbitrators,

one to be appointed by the Investor, the second to be appointed by the Company/the Promoter and the third to be appointed by the two arbitrators so appointed. The place of arbitration shall be Mumbai and the language shall be English.

292. Subject to Article 291 above, the Company and the Investor agree to be subject to the exclusive jurisdiction of the courts in Mumbai.
293. Any Award rendered upon such arbitration shall be final and conclusive and binding on the parties. Appeals (if any) in relation to such awards shall lie to the competent courts in Mumbai.
294. The Parties further agree that the arbitrators shall also have the power to decide on the costs and reasonable expenses (including reasonable fees of its counsel) incurred in the arbitration and award interest upto the date of the payment of the award.
295. This Article and the aforesaid Articles 291 to Article 294 shall survive the Term of the Agreement.

#### **Miscellaneous**

##### **a) Notices -**

296. Any notice or other communications required or permitted hereunder to any party shall be in writing and shall be either personally delivered or sent by reputed overnight courier service, or transmitted by facsimile (with confirming copy sent by reputed overnight courier service), or sent by registered post acknowledgment due to the following addresses:

##### ***If to the Company :***

Attention: Managing Director

Address:

5th floor, GSPC Bhavan,  
Behind Udyog Bhavan,  
Sector 11,

Gandhinagar 382 011

Telephone: +91 079 23236372

Fax: +91 079 23236375

##### ***If to GSPCL:***

Attention: Managing Director

***GSPC Bhavan,***

***Behind Udyog Bhavan,***

***Sector 11,***

***Gandhinagar 382 011***

Telephone: +91 079 23236372

Fax: +91 079 23236375

##### ***If to Investor:***

Address: IDFC Asset Management Company Limited

17, Vaswani Mansion,

3rd Floor, Dinshaw Vachha Road,

Churchgate,

Mumbai 400020,

State of Maharashtra

Telephone: +91 022 2202 0748

Fax: +91 022 2202 0798

Attention: Chief Compliance Officer

Such notices and other communication duly given shall be deemed to be effective only upon actual receipt. In the event of any change in addresses mentioned above, the respective Party shall notify the other Parties about the same in accordance with the provisions of this Clause.

This Article shall survive the Term of the Agreement.

##### **b) Assignment:**

###### **(i) Assignment by the Promoter:**

297. The Promoter shall not be entitled to assign rights and/or obligations under this Part to any party without the prior written consent of the Investor, which shall not be withheld unreasonably.

Provided that the Promoter shall be entitled to assign the rights under this Part, where such

assignment is along with a transfer of shares of the Promoter to any Person, after the successful completion of an IPO.

**(ii) Assignment by the Investor:**

298. Notwithstanding anything contained in these Articles or any other document, but subject to the provisions of the Article 261, the Investor shall not be entitled to assign the rights and obligations under these Articles to any Person unless and until all the following conditions are satisfied,

- (a) Investor transfers more than 51% of the total cumulative equity shares subscribed by the Investor (in one or more tranches to a single person). A prior written notice is given to the Promoter and the Company conveying the intention of the Investor to assign rights along with transfer of shares in accordance with Article 262.
- (b) The assignment of rights and obligations under these Articles takes place simultaneously and the transferee signs a deed of adherence in the form attached as Schedule 8 to the Shareholders' Agreement agreeing to abide by all the terms and conditions of this Agreement.
- (c) The right of assignment can be exercised only once in favour of a single party, only after expiry of three (3) years from the date of allotment of Shares to the Investor provided that the IPO of the Company is not completed within the said period of three (3) years.
- (d) The proposed transferee is not a Strategic Investor, as defined in the Agreement.
- (e) The rights of assignment of the Investor shall expire after successful completion of IPO by the Company and the Investor shall not be entitled to claim this right after completion of IPO for any reason whatsoever.
- (f) Investor can, only with the prior written consent of the Company and the Promoter, assign all rights referred to in Articles 267 to 274 (relating to appointment of one Director liable to retire by rotation and other related rights). The Company and the Promoter shall not withhold such consent unreasonably, provided that the transferee is a reputed financial investor and the proposed nominee is acceptable to the Board of Directors of the Company and the Promoter.
- (g) Investor can without the prior written consent of the Company and the Promoter, assign all rights except those mentioned in (f) above.
- (h) Such assignment is valid and effective, so long as the transferee abides by all the obligations under these Articles and equity share holding of the transferee does not fall below 7.5% of the paid up equity share capital of the Company.

Further, if on account of any change in objects of the Investor or any person to whom rights under this Agreement have been assigned (Assignee) or on account of its acquisition by any other person or on account of any other reason whatsoever, the Investor or Assignee falls within the definition of the Strategic Investor or its Affiliate, all rights available to the Investor or Assignee under these Articles or any other document shall cease to have effect immediately. The Company shall be entitled to make necessary changes to its Articles to reflect and ensure the same and take all actions that may be required under applicable law to ensure the same.

Provisions pursuant to Share Subscription and Shareholders Agreement between the Company, International Finance Corporation (IFC) and Gujarat State Petroleum Corporation Limited ("Investment Agreement")

The provisions set out in Articles 299 through 301 (inclusive) shall apply notwithstanding anything to the contrary contained in these Articles.

299. Definitions for this Part

**"Equity Share"** means one equity share of face value Rs. 10 each, of the Company as adjusted towards any stock split, consolidation, bonus shares or similar adjustment.

**"Subscription Shares"** means the actual number of Equity Shares issued and allotted to IFC pursuant to the provisions of the Investment Agreement.

300. So long as IFC holds Equity Shares representing not less than 85% of the Subscription Shares, IFC shall be entitled (by notice in writing to the Company) to appoint and to remove or replace one person as a member of the Board liable to retire by rotation or as observer who shall be entitled to attend all meetings of the Board without being a member thereof.

301. So long as IFC holds Equity Shares representing not less than 85% of the Subscription Shares, Gujarat State Petroleum Corporation Ltd. shall hold at least 26% of the issued and paid up Equity Shares of the Company.

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

| Sr. No. | Names, Addresses, descriptions, Occupation and Signature of Subscribers  | Number of Equity shares taken by each Subscriber | Name, Address Description and Occupation of the Common witness  |
|---------|--|--|---|
| 1.      | <b>Rajesh R. Shah</b><br>S/o. Shri Rameshchandra D. Shah<br>"NITI", Beside Girl's High School,<br>Bhairavnath Road, Maninagar,<br>Ahmedabad-380008<br><br>Service Sd/-                       | 10<br>(Ten)                                      | Common Witness to<br>All Subscribers<br><br><b>Ashwin Shah</b><br>S/o. Amrutlal D. Shah<br>22, Dolly Complex,<br>Stadium Circle,<br>Navrangpura,<br>Ahmedabad-380009.<br><br>Company Secretary<br>CP No. 1640<br>Sd/- |
| 2.      | <b>M. Y. Farooqui</b><br>S/o. Shri M. Haroon Farooqui<br>A-4, Divyabhoomi Society,<br>Near Vallabh Park Society, 'D' Cabin,<br>Sabarmati, Ahmedabad-380019<br><br>Service Sd/-               | 10<br>(Ten)                                      |   |
| 3.      | <b>K. Prakash</b><br>S/o. Shri T. K. Kochu Pillai<br>F-602, "SHABRI", Nehru Park,<br>Vastrapur, Ahmedabad-380015<br><br>Service Sd/-   | 10<br>(Ten)                                      |   |
| 4.      | <b>Murali D. Golani</b><br>S/o. Shri Deomal Golani<br>C-62, Om Towers, Shahibaug,<br>Ahmedabad-380004<br><br>Service Sd/-  | 10<br>(Ten)                                      |   |
| 5.      | <b>Kirit M. Shah</b><br>S/o. Shri Mukundlal M. Shah<br>Plot No. 205/1, Sector-1B,<br>Gandhinagar-382009<br><br>Service Sd/-  | 10<br>(Ten)                                      |   |
| 6.      | <b>Sanjay Gupta</b><br>S/o. Shri Raghunath Prasad Gupta<br>G-11, Sector-9, Gandhinagar-382009<br><br>Service Sd/-  | 10<br>(Ten)                                      |   |
| 7.      | <b>Gujarat State Petroleum Corporation Limited</b><br>Block No. 15, 2nd Floor,<br>Udyog Bhavan, Sector-11,<br>Gandhinagar - 382 011<br><br>Business Sd/-<br>(Sanjay Gupta) Managing Director | 10<br>(Ten)                                      |   |
|         | TOTAL  | 70<br>(Seventy)                                  |   |

Place : **GANDHINAGAR**

Dated this 9<sup>th</sup> day of **December, 1998**

THE COMPANIES ACT, 2013  
COMPANY LIMITED BY SHARES  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**GSPC ENERGY LIMITED**

- I. The name of the Company is GSPC Energy Limited.
- II. The registered Office of the Company will be situated in the State of Gujarat.
- III. The objects for which the Company is established are:
  - A. THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**
    1. To carry on anywhere in India or elsewhere the business of exploration and development and production of crude oil, associated gas and natural gas resources and to take on lease, purchase or otherwise acquire oil wells, oil fields, gas wells and gas fields onshore or offshore, riverbeds, ocean and seabeds, whether solely or in collaboration or partnership with others commercially exploit and turn to account and advantage oil wells, oil fields, gas wells, gas fields and other sources of oil, associated gas, and natural gas; and to manufacture, produce, buy, sell, dispose of and deal in crude oil, and associated gas, and natural gas, coke, tar and all other residual products resulting from the manufacture and treatment of oil, gas or other hydrocarbons and to construct, own, use, erect, buy, sell, refineries, mills, machinery's, laboratories, workshops and other buildings, works and appliances required for the same and in connection therewith to construct, buy, sell, let on hire, hire purchase, operate, charter, charter-hire, or in any other way own and operate survey and other ships, vessels, underwater exploratory equipments, rigs, offshore platforms, ships, tankers, submarines, floating pipelines, submersible pipelines, tugs, barges, bathyscaphs, equipment and vessels for drilling, exploration, commercial production and transportation of oil and associated natural gas and also other activities and to do the business of mining, exploring, drilling, manufacturing, producing, processing, refining, distributing, trading, importing, exporting, storing, and transporting of all

kinds and types of oil, gas and other hydrocarbon products or substances. To invest in Companies engaged in similar kind of business in form of equity or loan in the nature of fund/non-fund based facility.

2. To procure, transport, distribute, process, convert, buy, acquire, store, sell and dispose of all types of natural gas, gaseous fuels, naphtha, crude, Coal Bed Methane, chemicals, heavy chemicals, acids, alkalies, agro chemicals, explosives and their products, derivatives and mixtures thereof and in this regard to lay design, develop, construct, fabricate, install and maintain gas processing/liquefaction/regasification plants, metering stations/compressing facility, install and maintain gas processing/Liquefaction/regasification plants, metering station/compressing facility, distribution centers, installation including gas terminals, gas storages, machinery apparatus, pipe, valves, fitting, meter and allied accessories necessary and useful for transportation, distribution, storage of gas in any form or other material. To invest in Companies engaged in similar kind of business in form of equity or loan in the nature of fund/non-fund based facility.
3. To manufacture, synthesize, produce, prepare, extract, process and finish, manipulate, improve, treat, preserve, reduce, render, merchantable import, export, buy, sell, install, estimate, transport plastics of all types and grades, copolymer formulations and in all forms such as powder, flakes, laminates or as processed goods, and including polyethylene, polypropylene, polystyrene, polyvinylchloride, polyvinyl acetate, polymethyl, methacrylate, epoxy resins, alkyd resins, melamine polycarbonates, polyamides, polymides, polymethanes, polyacrylo-nitrite, polyesters such as polyethylene terphthalate and polyethylene isophthalate, ethylene oxide, ethylene glycol, propylene oxide and polyols, glycol esters and glycol ethers, dodecyl benzene and other types of Alkyl Benzenes, etc., derived from the building blocks including such as methane, ethane, ethylene, propane, propylene, butane, butylenes.
4. To carry on all and any of the business of distribution of natural gas and any of its derivatives including CNG (Compressed Natural Gas), Piped Natural Gas (PNG), other gaseous fuels and any conventional and non-conventional type of energy to design, fabricate, construct, lay, install, operate, use, lease, hire, inspect, maintain, improve, enlarge, alter, protect, repair, replace, remove and to carry out any work as may be necessary in respect of distribution pipelines and to install in any premises or place and to operate, use, inspect, maintain, repair, replace and remove meters or other devices for assessing the quality or quantity of supplies of gas and for other purposes connected with such supplies related to gas supplies and distribution project in cities for City Gas Distribution for use in Industrial, domestic, commercial and automotive sectors or with the conservation of gas and to install terminal points at retail outlets of Oil Companies for supply of Natural Gas and its derivatives such as CNG, PNG and also to set up separate outlets for exclusive CNG dispensing to automobiles. To invest in Companies engaged in similar kind of business in form of equity or loan in the nature of fund/non-fund based facility.
5. To carry on in India and in any part of the world the business of processing, converting, manufacturing, formulating, using, buying, dealing, acquiring, storing, packaging, selling, transporting, distributing, importing, exporting and disposing of all

the types of chemicals, petrochemicals, gases and other preparations in all their forms including but not limited to following.

- a. All chemicals derived from hydrocarbons including those from petroleum sources, elements, chemical compounds and products of any nature and kind whatsoever including by-products, derivatives and mixtures thereof.
- b. Special types of petroleum and petroleum products, including specifically crude oil, associated and free gases refinery gases, reformer and cracker gases, naphtha, reformulate, middle distillate fractions, residual fuel oil, slack wax, tank bottoms and any by-products or waste products therefrom.
- c. All petrochemical building blocks and derivatives thereof, whether liquid, solid fluid or gaseous and including benzene, toluene, ortho xylene, meta xylene, para xyiene, ethy benzenes, ethylane, propylene, propane, ethane, butanes, butenes, butadiene, isoprene, oxides, glycols and polyglycols of ethylene, propylene and butylene, alipuatc and aromatic alcohols, aldehydes, ketones, acids, acid anhydrides, acetates, acrylics, cyanates and isocyanates and reaction, products of various organic synnthesis like halogenation, suifonation and sulfatiaon, nitration, animation oxidatiaon, reduction estification, alkylation, hydrolysis, phosgenatiaon, hydrogenatiaon, etc. and any other process developed or likely to be developed.
- d. Polymers, elastomers, resins and plastics of all types and grades, copolymer formulations and in all forms such as powder, flakes, granules, films, sheets, tubes, pipes, fibres, laminates or as processed goods, and including polyethylene, polypropylene; polystyrene, polyvinyl chloride, polyamides, polymides, polymethcores, polyacrylonitrile, polyesters such as polythylene teraphthalate and polythylene isophthalate etc.
- e. Polymer processing chemicals and additives of all types and for all purposes and including plasticisers fillers, antioxients, relarders, colouring chemicals etc.
- f. Elastomers, reclaimed rubber and synthetic rubber of all types, grades, forms and copolymer formulations, including polybutadiene, polyisoprene, butyl rubber, nitrile rubber, EP rubber, speciality rubbers and including rubber processing chemicals such as accelerators, antiioxidants, retarders and fillers, synthetic rubber coated and laminated articles etc.
- g. Synthetic fibres and fibre intermediates of all types, grades formulations and blendings and including polyester fibres, polyacrylontrile, polyvinylacetate, polypropylene, nylon and other synthetic and cellulosic fibres etc.
- h. Solvents of all types, grades and formulations, essences flavours, perfumery materials, surface coatings and laquers etc.
- i. Synthetic detergents and detergent intermediates of all types and surface

active agents, including dodecyl benzene, propylene tetramer and biodegradable detergents.

- j. Pesticides, micronlrents and related intermediates of all types and formulations, including insecticides, pesticides, weedicides, rodenticides, fungicides etc.
- k. Refrigerants of all types.
- l. Single cell and multi cell Proteins from hydrocarbons.

**B. MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECT SPECIFIED IN CLAUSE 3(A) ABOVE:**

- 1. To establish and maintain offices, agencies, branches, storage depots, jetties, retail and other outlets and centers in respect of the foregoing and otherwise.
- 2. To lay, operate and maintain pipelines by taking tap off, custody transfer from existing and future Natural Gas pipelines, set up billing, collection facilities and make arrangements, where feasible to avail of the facilities including Retail outlets and distributorships and acquire any other facilities including Retail outlets and distributorships.
- 3. To set up, maintain distribution system, distribution networks, high pressure transmission systems, city gate stations, pressure reduction equipment, basic grids, district regulators, basic steel grids, medium density polyethylene distribution networks, interface systems, distribution pipeline networks, service lines, regulating lines, main lines and standby lines, isolation systems, valves, high pressure and low pressure distribution systems, pressure regulators, service regulators, gas meters, as required for carrying out the gas distribution to the industrial, domestic, commercial and automotive consumers and maintain delivery, dispensing facilities to automobiles.
- 4. To appoint or open retail stores and wholesalers for selling the goods manufactured or imported or procured by the company and to deal as principals or as agents, distributors or as commission agents.
- 5.
  - a) To generate, accumulate, transmit, distribute, purchase, sell, and supply electricity power or any other energy from the conventional / non-conventional energy sources on a commercial basis to consumers and others or to any State Electricity Board and agency/ agencies in the line of activity of energy generation and distribution.
  - b) To generate energy in any form for sale and supply from available fuel and other inputs and to construct, lay down , establish, operate and maintain power/energy generating stations, including buildings, structures, works, machineries, equipments, cables, and to undertake or to carry on the business of managing, owning, controlling, erecting, commissioning, operating, running leasing or transferring to third person/s, power plants and plants and plants based on conventional or non-conventional energy sources.

6. To carry on any other business (manufacturing or otherwise) which may seem to the company capable of being conveniently carried on in connection with these objects or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights or which it may be advisable to undertake with a view to improving, developing, rendering valuable or turning to account any property movable or immovable belonging to the company or in which the company may be interested.
7. To carry on all kinds of exploration business and in particular to search for, prospect, examine and explore mine and ground supposed to contain minerals, or precious stones or to search for and obtain information with regard to mines, mining claims, mining districts and localities, and to purchase or otherwise acquire and to sell, dispose off and deal with mines and mining rights and property supposed to contain minerals or precious stones of all kinds, and undertakings connected therewith and to buy, sell, dress, refine, manipulate, prepare for the market and deal in minerals of all kinds.
8. To apply for tender, purchase, or otherwise acquire any contract and concessions for or in relation to the construction, execution, carrying out, equipment, improvement, management, administration or control of works and conveniences and to undertake, execute, carry out, dispose off, or otherwise turn to account the same.
9. To act as agents for Government or other authorities or any manufactures, merchants and others and to transact and carry on agency business of every kind and of any description.
10. To establish and maintain agencies, branch places and local registers, to procure registration or recognition of the company and to carry on business in any part of the world and to take such steps as may be necessary to give the company such rights and privileges as are possessed by local companies or partnerships or as may be though desirable.
11. To buy wholesale or retail, repair, alter and exchange, let on hire, import and export all kinds of articles and things which may be required for the purpose of any of the main business or which are commonly manufactured, imported, exported, supplied or dealt with by persons engaged in any such business or which may seem capable of being dealt with in connection with any of the main business.
12. To acquire by technical collaboration or otherwise the recipes, technology, technical know-how and other information as to the process of manufacturing and the right to manufacture and deal in any of the products which the Company is entitled to produce, manufacture or, deal in.
13. To acquire, construct, carry out, equip, maintain, alter, improve, develop, manage, work, control and superintend any electric light and gas works, power plants, telephones, and any ghats, markets, reservoirs, water works, tanks, bridges, villages, roadways, tramways, railways, canals, aqueducts, water-courses, dykes, drains, wharves, dye works, furnaces, crushing works, hydraulic works, workshops, factories, warehouse, sheds, dwellings, offices, shops, stores, land, building, pipelines, pumping

stations, wireless installations, aerodromes and other works and conveniences which may seem directly or indirectly conducive to any of the main objects of the Company and to contribute to subsidize or otherwise by taking part in any operations.

14. To purchase, charter, hire, build, or otherwise acquire vehicles of any or every sort or description for use on or under land or water or in the air and to employ the same in the carriage of merchandise of all kinds or passengers and to carry on the business of owners of trucks, trams, lorries, motor cars and of ship-owners and owners of aircraft in all or any of their respective branches.
15. To purchase, take on lease, hire or acquire in exchange for concession otherwise absolutely or conditionally, solely or jointly with others, any property, rights or privileges which the company may think necessary or convenient for the purpose of its business and make, construct, maintain work, acquire, hire, hold, improve, alter, manage, let, sell, dispose off, exchange, carry out or control roads, embarkments, ferries, piers, wharves, quays, sheds, landing grounds, hangars, garages, accommodation, of all kinds for air, sea and land traffic waterways, land, buildings, and building yards, pipelines, foundries, warehouse, works, factories, workshops, sidings, train ways, engines, machinery and apparatus, gas works, electric, water rights, way leave, estates, utilities and other services calculated directly indirectly to advance the company's interests and to contribute to, subsidies or otherwise assist or take part in the establishment, construction, improvement, maintenance working, management, carrying out superintendence or control thereof.
16. To develop and turn to account any land acquired by the company or in which it is interested and in particular, by laying out and preparing the same for building purpose, constructing, altering, pulling down decorating, maintaining, fitting up and improving building and by planting, paying, draining, farming, cultivating and letting on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders and others.
17. To acquire, build, provide and maintain dams, tube wells, barrages, sluices, embankments, tanks, bridges, aqueducts, reservoirs, irrigation works, reclaimed land infiltration galleries and other works and like contrivances, and drill and sink wells, for the purpose of securing adequate of water required in any way in connection with the business of the company or as incidental thereto, or for supplies to the township or sale to the public for irrigation, domestic sanitation, industrial and other purposes and to store maintain, sell or loan such supplies.
18. To manufacture, import, export deal in or prepare for market, revise, clean, restore, recondition, repair, re-model, clean, treat and otherwise manipulate and deal in and turn into account by process or means what so ever all by-products, refuse and waste and other products, capable of being manufactured or produced out of or with the use of all of any raw materials, ingredients, substances or commodities used in the manufacture or deal in and to make such other use of the same as may be thought fit.
19. Subject to the directions of RBI or any other authority on behalf to receive money on deposit of loan and borrow or raise money in such manner as the company shall think fit by, promissory notes, bills of exchange, hundies and other negotiable or transferable instruments or by debentures or by debenture stock (perpetual or otherwise) and to secure the repayment of any moneys borrowed, raised or owing by

mortgage, charge, hypothecation, pledge or lien upon all or any of the company's properties or assets (present and future) movable and immovable including its uncalled capital upon such terms as the directors may deem expedient. Also by a similar mortgage, charge or lien or to secure and guarantee the performance by the company or any other person or company any obligation undertaken by the company or any other person or company as the case may be.

20. To subscribe for, underwrite, purchase or otherwise acquire and to hold, dispose off and deal with the shares, stocks, securities and evidences of indebtedness or the right to participate in profits or other similar documents issued by any government, authority, corporation or body or by any company or body of persons and any options or rights in respect thereof and to buy and sell foreign exchange.
21. To accumulate funds, and to invest or otherwise employ belonging to or with the company in the purchase or acquisition of any shares, securities or other investments whatsoever whether movable or immovable upon such terms as may be thought proper and from time to time, to vary all or any such investments in such manner in such manner as the company may think fit.
22. To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture stock, contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, supreme, municipal, local or otherwise or of any person whomsoever, whether incorporated or not incorporated any generally to guarantee or become sureties for the performance of any contracts or obligations.
23. To act as agents of any company or concern and to do and perform all and singular the several duties, services and authorities appertaining to such officers respectively and to company with and to become bound by all restrictions, limitations and conditions pertaining to such offices respectively or imposed by the terms of any agreement or agreements entered into for any of the purpose aforesaid.
24. To undertake, carry out, promote and sponsor community development including any programs for promoting the social and economic welfare or, the uplift of the public in any location in India and to incur any expenditure or any program of community development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner.
25. To undertake, carry out, promote and sponsor rural development, corporate social responsibility (CSR) including any program for promoting the social and economic welfare of , or the uplift of the public in any rural area and to incur any expenditure on any programme of rural development and 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, "programme of rural development" shall also include any programme for promoting the social and economic welfare of or the uplift of the public in any rural area which the directors consider it likely to promote and assist rural development and that the words "rural area" shall include such areas as may be regarded by the directors as rural areas and the directors may at their discretion in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value as the directors

may think fit and divest the ownership of any property of the company to or in favour of any public or local body or authority or central or state government or any public institutions or trusts or funds as the directors may approve.

26. To establish research and development centers, internal or external to the company for the business of the company, provide, maintain and conduct, or otherwise subsidize research, laboratories and experimental workshops for scientific and technical research and experiments and to undertake and carry on all scientific and technical research, experiments and tests of all kinds and to promote studies and research both scientific and technical investigation and invention by providing, subsidizing, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing the remuneration to scientific and technical professors and teachers and by providing for awards, scholarships, prizes, grants and bursaries to students or otherwise and to encourage, promote and award studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any of the business which the Company is authorized to carry on.
27. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging social and moral responsibility of the Company to the public or any section of the public.
28. To acquire and undertake the whole or any part of the business property and liabilities of any person or company carrying on or proposing to carry on any business which the company is authorized to carry on or possessed of property suitable for the purpose of this Company or which can be carried on in conjunction therewith or which is capable of being so conducted as to directly or indirectly benefit the Company.
29. To apply for purchase or take license or otherwise acquire and protect and renew in any part of the world any patents, patent rights, brevets, invention, trade marks, designs, licenses, concessions and the like conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information as to any invention which may seem capable of being used for any of the purpose of the Company or the acquisition of which may seem calculated, directly or indirectly to benefit the company, and to use, exercise, develop, or grant license in respect of or otherwise, turn to account the property, rights or information so acquired and to expend money in experimenting upon testing or improving any such patents, inventions or rights.
30. To enter into any arrangements with any Government or authority whether municipal, local or otherwise or any person that may seem conducive to the Company's objects or any of them; and to obtain from such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangement, rights, privileges and concessions.
31. To establish or support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences for the benefit of past or present employees or directors of the company or the dependents of such persons; and to grant pensions and allowances, to make payments towards insurance; to subscribe or guarantee money for charitable or benevolent objects or useful objects for general public.

32. To establish or promote or concur in establishing or promoting any company or companies in India or anywhere else in the world, for the purpose of acquiring all or any of the property, rights and liabilities of the company or for any other purpose which may seem directly or indirectly calculated to benefit the company and to place or guarantee the placing of, under write subscribe for or otherwise, acquire all or any part of the shares, debentures or other securities of any such other company.
33. To buy, purchase, sell, lease, take on lease, exchange, otherwise acquire lands, buildings, flats and hereditaments of any tenure or description in India or elsewhere whether for residential, business, manufacturing or other purposes and any rights, easements, advantages and privileges relating thereto and either for investments or resale or for trafficking in the same and to turn the same into account as may seem expedient, and to construct, alter, improve, decorate, develop, furnish and maintain offices, flats, houses, factories, warehouses, godowns, shops, buildings and other structures, works and conveniences of all kinds on any of the lands or immovable properties purchased or acquired by the Company.
34. To subscribe for absolutely or conditionally or otherwise acquire, underwrite, take up and to hold dispose of shares, debentures, debenture stocks, stocks and securities or obligations of any other company whether incorporated in or outside India, by original subscription, participation in syndicates, tender, purchase, exchange 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.
35. To invest and deal with money of the Company, not immediately required in such manner as may, from time to time, be thought fit.
36. To lend and advance money or give credit to any person or company and on such terms as may seem expedient and in particular to customers and others having dealing with the company; to give guarantee or indemnify for the payment of money or the performance of contracts or obligations by any person; to secure or undertake in any way the repayment of moneys lent or advanced to, or the liabilities incurred by any person and generally to give guarantees and indemnities.
37. To borrow or secure money in such manner as the Company may think fit or to make repayment of any debt, Liability, perform any contract entered into, in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the company's property (both present and future), including its uncalled capital and to purchase, redeem, or payoff any such securities.
38. To establish subsidiaries, companies, amalgamate with, or enter into partnership or into any arrangement for sharing profits, union of interest, joint venture, reciprocal concessions or co-operation with, any person or company carrying on, engaged in, or proposing to carry on or engage in, any business or transaction which the Company is authorized to carry on or engaging or which is capable of being conducted so as directly or indirectly to benefit the Company, and to take or otherwise acquire and hold shares, stock, securities, obligations or other interests in any such person or company, and to subsidize or otherwise assist any such persons or company.

39. To remunerate any person, firm or company for services rendered or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the shares in the company's capital or any debentures or 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.
40. To draw, make, accept, endorse, discount, execute and issue, negotiate, assign, buy and sell or otherwise deal in cheques, drafts, promissory notes, bills of exchange, hundis, debentures, bonds, bills of lading, railway receipts warrants and coupons, and all other negotiable and transferable securities, instruments and documents.
41. To sell, dispose of or transfer the business property and undertaking of the Company or any part thereof for any consideration which the Company may deem fit to accept, and in particular for shares, debentures, debenture stock, bonds, or securities of any other company or companies for the purpose of its or their acquiring all or any of then property, rights or liabilities of this company or for other purposes which may seem to benefit this company directly or indirectly.
42. To buy, purchase, acquire, let, take on lease any undertaking, business property, assets, OIL and Gas Blocks or any part thereof along with rights or liabilities attach to it from any other Company at such valuation and for such mode of consideration which the Company may deem fit to accept.
43. To adopt such means of making known the business and/or products of this Company or any Company in which the company is interested as its agent, representatives or in any other way, by advertisements in papers, periodicals, magazines, through cine slides and films, by issue of circulars, posters calendars, show-cards, playing card, hoardings, by radio program, television programs, exhibitions, by publication of books, periodicals and by granting prizes, rewards and donations, subject to law.
44. To bid, apply for, promote, and obtain any award, order, regulation or other authorization or enactment which may directly or indirectly benefit the Company.
45. To procure recognition of the Company in any country or place outside India.
46. To issue or allot fully or partly paid shares in the capital of the company in payment or part payment of any movable or immovable property purchased or otherwise acquired by the Company or any services rendered to the Company.
47. To take or hold mortgages, liens and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the company's property of any kind sold by the Company or any money due to the Company from buyer.
48. To produce gas and generate electricity necessary for the purpose of the business of the company and to process all products resulting from or ancillary to such production.
49. To pay out of the funds of the company all or any expenses which the Company may lawfully pay for services rendered for formation and registration of the Company and for promotion of any other Company promoted by it.

50. To insure any of the properties undertakings, contracts, risk or obligations of the Company in any manner whatsoever.
51. To make donations to such persons or institutions either of cash or any other assets as may be thought directly or indirectly conducive to any of the Company's objects or otherwise expedient and also to subscribe, contribute or otherwise assist or guarantee money for charitable objects or institutions having scientific, religious or benevolent national, cultural, educational or objects of general public utility.
52. To aid pecuniarily or otherwise any association, body or movement having for an object the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.
53. To undertake and execute any trusts, the undertaking where it may seem desirable and whether gratuitously or otherwise.
54. To provide for the amelioration and welfare of directors, ex-directors or the employees or ex-employees and their wives, families dependants or connections of such persons by building or contributing to the building of houses, dwellings or chawls or by grants of money, pension, allowances bonuses or other payments or by creating and from time to time subscribing or contributing to provident fund and other associations, institutions, funds or trusts and by providing or subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance, public health installations, transport services, markets, shops and store and other assistance as the company shall think fit.
55. To aid and support any person, association or movement, whose object is solution, settlement or surmounting of industrial or labor problems of the promotion of science and technology, cultural activities sports, environment, rural development and other social welfare and recreational activities. To sponsor sport entertainment and other issues and recreational activities to aid and promote the Company's activities and other interest.
56. To establish or support associations, institutions, schools, hospitals, guest houses, clubs, funds, and trusts which may be considered beneficial to any employees or ex-employees and to officers of the company or the dependents of any such persons.
57. To refer questions, disputes, or differences arising in connection with or in respect of any matter relating to the business or affairs of the company to arbitration on such manner and upon such terms as the company may deem fit and to institute legal proceedings or defend any proceedings and to appoint advocates, consultants or advisors in this behalf.
58. To control, manage, finance, subsidize, co-ordinate or otherwise assist any company or companies including subsidiaries in which the company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of any kind for any such company or companies and to make payments by way of subvention of or generally with respect to any such company or companies.

59. To enter into negotiation or collaboration, technical, financial or otherwise with any person or Government for obtaining any grant, license, formulae and other right and benefits, and to obtain technical information, know-how and expert advice for the production, manufacture and export or sale of all types of goods which the company is authorized to produce or to deal in and to pay to or to the order of such firms, company, body, corporate, government authority or persons any fee, royalty, shares, bonus, remuneration and otherwise recompense them in any other manner for the services rendered by them.
60. To arrange for the marketing in India and abroad and sale of the products and by-products of the company and purchase of raw materials, goods and articles as are necessary for carrying on the business of the company, and for that purpose either to establish its own shops, agencies, or marketing organizations or to appoint selling or buying agents or distributors of both (whether individuals, firms or bodies corporate) in any place in or outside India and to allot, specify, alter or modify their areas of operation or the terms and conditions of their appointment and to pay remuneration to such selling or buying agents or distributors of both by way of such commission or in such other manner as the Company may deem fit.
61. To create any depreciation fund, reserve, reserve fund, sinking fund, insurance fund or any special or other fund whether for repayment of redeemable preference shares, redemption of debenture stock, for dividends, for equalizing dividends, for repairing, improving, extending and maintaining any part of the property of the Company.
62. To open and operate any type of bank account with any banks in India or any Bank abroad and obtain credit facilities with or without securities for its business and to pay into and to draw moneys from such accounts to pay all the costs, charges and expenses if any incidental to the promotion, formation, registration and establishment of the company and the issue of its capital and to remunerate or make donations to (by cash or other assets or by the allotment or fully or partly paid shares or by a call or options on shares, debentures, debenture stock or securities of this or any other company or in any other manner, whether out of the company's capital or profits or otherwise) any person, persons, or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the company's capital or any debentures, debenture stock or other securities of the company or in the conduct of its business or in introducing any property or business to the company or for any other reason which the company may think proper.
63. To receive grants, loans, advances, or other moneys on deposit or otherwise from state or central government banks, international and national financing institutions and development agencies, companies, trusts or individual with or without allowance of interest thereon.
64. To establish and maintain agencies in India and elsewhere and to regulate and discontinue the same.
65. To apply the assets of the company in any way or towards the establishment, maintenance or extension of any association, institution or fund in anyway connected with any particular trade or business or with scientific research, industry or commerce

generally and particularly with the business and activities of the company including any association, institution or fund for the protection of interests of masters, owners and employers against loss by bad debts, strikes, combination, fire accidents or otherwise.





66. To dedicate, present or otherwise dispose off, either voluntarily with or without consideration 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 trustees for or on behalf of any of the same or of the public
67. To establish, provide, maintain and conduct or otherwise subsidise India or in any part of the world, educational and training institutions, research, laboratories and experimental workshops for scientific and technical researches, to undertake and carry on scientific and technical researches, experiments and tests of all kinds; to promote studies and researches, both scientific and technical, investigations and inventions by providing, subsidising, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing or contributing to the remuneration of scientific or technical professors or teachers and providing or contributing to the award of scholarships, prizes, grants to students and otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions on any kind that may be considered likely to assist any business which the company is authorised to carry on and to enter into any arrangements with government or any other party in India or elsewhere for the aforesaid purposes.
68. To distribute among the members in specie any property of the company or any proceeds of the sale, disposal or any proceeds of the sale, disposal of any property of the company but so that no distribution amounts to a reduction of capital be made except with the sanction (if any) for the time being required by law.
69. Subject to provisions of the Companies Act 2013 to place, to reserve or to distribute as dividend or bonus among the members or otherwise to applied as the company may from time to time thing fit, any moneys received by way of premium on shares or debentures issued at a premium by the company and any moneys received in respect of dividends accrued on forfeited shares or from undue dividends.
70. To install and work pilot, prototype or semi-commercial scale units or full commercial plant, to develop a particular process, invention or inventions and ensure production from such proceeds, invention or inventions, to sell or otherwise dispose off the products of such inventions on payment or otherwise and generally on such terms and conditions as may be deemed fit.
71. To appropriate, use or layout land belonging to the company for street parks, playgrounds, gardens, pleasure grounds, allotments and other conveniences and to present such lands so laid out to the public or to any person or company conditionally or unconditionally as the company thinks fit.
72. To train or pay for training in India or abroad of any of Company's employees or officers or any candidate in the interest of or furtherance of the company's objects and

- to establish training facilities for providing training to company's employees and other people.
73. To employ and pay experts, consultants, engineers in connection with the planning operating and development of all business connected with the company's operations.
  74. To take part in the management, supervision and control of the business or operations of any company or undertaking entitled to carry on the business which this company is authorized to carry on.
  75. To do all or any of the above things in any part of the world, and either as principals, agents, trustees contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.
  76. To do all such other things as may be deemed, or as the Board of Directors of the company considers, incidental, conducive or beneficial to the attainment of above objects or any of them.

**AND it is hereby declared that:**

- i. In the interpretation of this clause the powers conferred on the company by any paragraph shall not subject to the provisions of section 4 of the Companies Act, 2013 be restricted by reference to any other paragraph, or to the name of the company, or by the juxtaposition of two or more objects, and that, in the event of ambiguity this clause and every paragraph hereof shall be construed in such way as to widen and not to restrict the powers of the company and
  - ii. The word "Company" (save when used with reference to this company) in this memorandum shall be deemed to include any individual, any partnership or other body or association of persons, whether incorporated, domiciled in India or elsewhere. Provided that notwithstanding anything hereinabove contained, the company shall not carry on any business falling within the purview of the Banking Companies Act and the Insurance Act.
- IV. The liability of the members is limited.
- V. The authorized share capital of the company is Rs. 15,00,00,000 (Rupees Fifteen Crore Only) divided into 1,50,00,000 (One Crore and Fifty lacs) Equity Shares of Rs.10/- each..






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

| Sr. No. | Name, Description Occupation And address of each Subscriber   | No. of Equity Shares taken by each Subscriber  | Signature of Subscribers   | Name, address, Description occupation and signature of witness or witnesses *   |
|---------|---|--|--|---|
| 1.      | <p>Gusmat state Petroleum Corporation Ltd.<br/>                     Aron's Limited Company<br/>                     acting through Mr. Sandeep Vithampuras<br/>                     Dene, Company Secretary<br/>                     authorized by Board Resolutions<br/>                     C-306 Bhandari, B.A. Vidyas<br/>                     Dherow, section 11,<br/>                     G. Innesar - 362120<br/>                     B.K. Sinhal</p>  | <p>4994<br/>                     (Tary nine<br/>                     thousands<br/>                     nine<br/>                     hundred<br/>                     ninety<br/>                     four)</p> |    | <p>Common witness to all subscribers<br/>                     MANOJ R. HURKAT S/O. SHAR R. R. HURKAT<br/>                     Manoj Hurkat &amp; Associates 306 Arth Complex,<br/>                     Narayapura, Ahmedabad - 380009<br/>                     practicing company secretary</p> |
| 2.      | <p>Rajesh Manojan Sivadas<br/>                     Son of Shri Manojan Sivadas<br/>                     44, Vrudhavan Banglow<br/>                     Nr. Impati Vilege, Kurlan<br/>                     Taluka, Gandhinagar - 362121<br/>                     Service</p>    | <p>1<br/>                     (one only)</p>   |  | <p>MANOJ R. HURKAT<br/>                     S/O. SHAR R. R. HURKAT<br/>                     Manoj Hurkat &amp; Associates 306 Arth Complex,<br/>                     Narayapura, Ahmedabad - 380009<br/>                     practicing company secretary</p>                                   |

Sign: [Signature]

for 4287  
 CP-2574

I, CS MANOJ HURKAT witness to all 7 subscribers who have signed & subscribed in my presence at Gandhinagar further I have verified their identity details for their identification and satisfied myself of their identification particulars.

|   |   |  |   |   |
|---|---|--|---|---|
| 3 | <p>Manoj Anandmohan Awasthi<br/>         Son of Shri Anandmohan Awasthi<br/>         (One only)<br/>         Apt No B-203, No 94-0 Circle, Infinity Township Gandhinagar - 382007 (Gujarat)<br/>         Service</p>  |  | <p>Manoj Awasthi</p>  | <p>Common witness to all subscribers<br/>         MANOJ R. HURKAT S/O SHRI R. R. HURKAT<br/>         Mandi Hurkat &amp; Associates, 306 Arth Complex<br/>         Navrangpura, Ahmedabad - 380015<br/>         Practising Company Secretary Sign: </p> |
| 4 | <p>Allokh Mittal Shri<br/>         Son of Shri Mittal Shri<br/>         Shri.<br/>         A-3, Bhagwati Soc. P-3, (One only)<br/>         Nr. Shri Naga Soc. Jambhvat. Gujarat.<br/>         Service.</p>           |  | <p></p> | <p>MANOJ R. HURKAT S/O SHRI R. R. HURKAT<br/>         Mandi Hurkat &amp; Associates, 306 Arth Complex<br/>         Navrangpura, Ahmedabad - 380015<br/>         Practising Company Secretary Sign: </p> <p>kes-42-14<br/>         CP-2574</p>          |

5. Rupesh Kirtikumar Shah  
son of Shri Kirtikumar  
Amitlal Shah  
A/6/201, La Habitat,  
100 ft Road, Opp  
Marutanandan  
Ahmedabad - 380054

1  
(One  
only)

Shah

Service .



6. DEVANG JAYANT KATUDIA  
SON OF SHRI JAYANT MAHARAJ  
KATUDIA

PASHWANATH ATLANTIS PARK  
C/303/CORAL SECTOR, VILLAGE  
SUGAI). TAL. GANDHINAGAR.  
382424

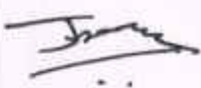
SERVICE

1  
(ONE ONLY)

Katudia



Common witness to all subscribers:  
MANAJ R. HURKAT S/O SHRI A. R. HURKAT  
MANAJ HURKAT & ASSOCIATES 306 A-TH COMPLEX  
HARVARDY PLYA, AHMEDABAD-380009  
Practising Company Secretary Sign: Manaj R. Hurkat  
fes-4287  
CP-2574

|       |   |                                |  |   |
|-------|---|--------------------------------|--|---|
| 7     | <p>Jayesh Navsachandras<br/>         Dave<br/>         Son of Navsachandras<br/>         chumilal Dave<br/>         400, Sector 10<br/>         Gandhinagar: 382007<br/>         (Gujarat)<br/>         Source.</p> | 1<br>(Case only)               |  | <p>Common witness to all subscribers<br/>         MANOJ R. HURKAT - 10 SHER R.R. HURKAT<br/>         Manoj Hurkat &amp; Associates 305 20th Complex<br/>         Navrangpura, Ahmedabad - 380009<br/>         Practising company<br/>         Secretary<br/>         987987<br/>         987987</p> |
| TOTAL |   | 50000<br>(Fifty thousand only) | 1  | 1   |

Place: Gandhinagar

Dated this 30<sup>th</sup> day of October, 2015

*Signature*

*Signature*

THE COMPANIES ACT, 2013  
COMPANY LIMITED BY SHARES  
**ARTICLES OF ASSOCIATION**  
**OF**  
**GSPC ENERGY LIMITED**

*Interpretation*

1. In these regulations—
  - (a) “the Act” means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force.
  - (b) “the seal” means the common seal be kept by the Company if so decided by the Board of Directors.
  - (c) “Articles” means these articles of association of the Company or as altered from time to time.
  - (d) “Board of Directors” or “Board” means collective body of Directors of the Company,
  - (e) “Company” means GSPC Energy Limited.
  - (f) “Rules” means the applicable rules for the time being in force as prescribed under relevant sections of the Act.
2. Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.
3. Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

4. Subject as hereinafter provided and in so far as these presents do not modify or exclude them the regulations contained in Table “F” in the First Schedule to the Companies Act, 2013 [hereinafter called “The Act”] shall apply to the Company in so far as they are applicable to a Public Company.

**General Power**

5. Wherever in the Companies Act, 2013 it has been provided that the Company shall have any right, privilege or authority or that Company cannot carry out any transaction unless the Company is so authorised by its Articles then in that case, this Article hereby authorises and empowers the Company to have such rights, privileges or Authority and to carry out such transaction as have been permitted by the Companies Act, 2013.

***Share capital and variation of rights***

**Shares under control of Board**

6. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the 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 of the Act, at discount and at such time as they may from time to time think fit.

**Directors may allot shares for consideration other than cash**

7. Subject to the provisions of the Act and these Articles, the Board may allot and issue shares in the capital of the Company otherwise than for cash including, without limitation, as payment or part payment for any property sold or goods transferred or machinery supplied or for services rendered to the Company or as sweat equity or otherwise and any shares which may be so allotted may be issued as fully paid up or partly paid up and if so issued shall be deemed to be fully paid up shares or partly paid up shares.

**Kinds of Share Capital**

8. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:
  - (a) Equity Share Capital:
    - (i) with voting rights; and / or
    - (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
  - (b) Preference Share Capital

**Issue of Certificate**

9. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,—

- (a) one certificate for all his shares without payment of any charges; or
- (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

**Certificate to bear seal**

- (ii) Every certificate shall be under the seal, if any and shall specify the shares to which it relates and the amount paid-up thereon.

**One certificate for shares held jointly**

- (iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

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

- 10. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

**Provisions as to issue of certificates to apply *mutatis mutandis* to debentures, etc.**

- (ii) Unless otherwise repugnant to the context, the provisions of this Articles of Association pertaining to shares shall *mutatis mutandis* apply to debentures and other securities of the company.

**Trust not to be recognized**

- 11. Except as required by law, no person shall be recognized 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 recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations 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.

**Option to receive share certificate or hold shares with depository**

- 12. The Company shall be entitled to dematerialize securities and to offer securities in a dematerialized form pursuant to the Depositories Act, 1996. In such case, a person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.

- Power to pay Commission in connection with securities issued**
13. (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate, per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made there under.

**Rate of commission in accordance with Rules**

- (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.

**Mode of payment of commission**

- (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

**Brokerage**

- (iv) The Company may on any issue of securities pay such brokerage as may be reasonable and lawful.

**Variation of Members' rights**

14. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of 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 shares of that class.

**Provisions as to general meetings to apply *mutatis mutandis* to each meeting**

- (ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

**Issue of further shares not to affect rights of existing members**

15. 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 issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

**Power to Issue Redeemable Preference Shares**

16. Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.

### **Further issue of Share Capital**

17. (i) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to –
- (a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person  
Provided that the Board may decline without assigning any reason, to provide such right to renounce to any member or to allot any share to any person in whose favour any member may renounce the shares offered to him; or
  - (b) employees under any scheme of employees' stock option; or
  - (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

### **Mode of further issue of Shares**

- (ii) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement or otherwise, subject to and in accordance with the Act and the Rules.
- (iii) Nothing in this section shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to the debenture issues of loan raised by the Company;
  - I. To convert such debenture or loans into shares in the Company or
  - II. To subscribe for shares in the Company (whether such option is conferred in these Article or otherwise).
- (iv) The Board shall have power to issue debenture or loans with an option to convert the same into shares

### ***Lien***

#### **Company's lien on shares**

18. (i) The company shall have a first and paramount lien—
- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
  - (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:

Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

#### **Lien to extend to dividends, etc.**

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

**As to enforcing lien by sale**

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

**Validity of Sale**

20. (i) To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.

**Purchaser to be registered holder**

- (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

**Purchaser not affected**

- (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

**Application of proceeds of sale**

21. (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

**Payment of residual money**

- (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

**Outsider's lien not to affect Company's lien**

22. In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.

***Calls on shares***

**Board may make calls**

23. (i) The Board may, from time to time, make calls upon the members and shall also decide the quantum and time duration for such call, in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

**Notice of call**

(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.

**Revocation or postponement of call**

(iii) A call may be revoked or postponed at the discretion of the Board.

**Board may extend time for payment**

(iv) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.

**Call to take effect from date of resolution**

24. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.

**Liability of joint holders of shares**

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

**When interest on call or installment payable**

26. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent. per annum or at such lower rate, if any, as the Board may determine.

**Board may waive interest**

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.

**Sums deemed to be calls**

27. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

**Effect of non-payment of sums**

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations 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.

**Payment in anticipation of calls may carry interest**

28. The Board—
- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
  - (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be decided by the Board and as may be agreed upon between the Board and the member paying the sum in advance. Provided that such calls in advance shall not confer any additional dividend or additional voting right upon such member.

**Installments on shares to be duly paid**

29. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.

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

30. All calls shall be made on a uniform basis on all shares falling under the same class. Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.

**Partial payment not to preclude forfeiture**

31. Neither a judgment 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 thereof 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 payment of any such money shall preclude the forfeiture of such shares as herein provided.

**Provisions as to calls to apply *mutatis mutandis* to debentures, etc.**

32. The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities including debentures of the Company.

***Transfer of shares***

**Instrument of transfer to be executed by transferor and transferee**

33. (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.
- (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
- (iii) No fees shall be charged for registration of transfer, transmission, probate, succession certificate, letters of administration, certificate of death or marriage, power of attorney or similar other instruments.

**Board may refuse to register transfer**

34. Subject to the provisions of Section 58 of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse, whether in pursuance of any power of the company under these Articles or otherwise to register the transfer of, or the transmission of right to, any shares or interest of a member in or debentures or any other securities. The Company, shall within such time as stipulated by the Act, send notice of the refusal to the concerned parties giving reasons for such refusal.

Provided that nothing in Sections 56, 58 and 59 of the Act shall prejudice this power to refuse to register the transfer of or the transmission of the right to any shares or interest of a member or debentures or any other securities of the Company.

**Board may decline to recognize instrument of transfer**

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

**Transfer of Share Suspended**

36. On giving not less than seven days' previous notice in accordance with section 91 and rules made there under, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

**Power to refuse sub-division and/or consolidation**

37. Notwithstanding anything contained hereinabove, the Directors/Committee of Transfer of the Company, may in their absolute discretion refuse sub-division and/or consolidation of Share Certificates or Debenture Certificates into denominations of less or more than marketable lots except where such sub-division and/or consolidation is required to be made to comply with a statutory provision or an order of a competent court of law.

**Provisions to apply to debentures**

38. The provisions of these Articles for transfer and transmission of shares, shall mutatis mutandis apply to the transfer or transmission of any debentures of the Company.

## ***Transmission of shares***

### **Title to shares on death of a member**

39. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the company as having any title to his interest in the shares.

### **Estate of deceased member liable**

- (ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

### **Transmission Clause**

40. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—
- (a) to be registered himself as holder of the share; or
  - (b) to make such transfer of the share as the deceased or insolvent member could have made

### **Board's right unaffected**

- (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

### **Indemnity to the Company**

- (iii) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.

### **Right to election of holder of share**

41. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

### **Manner of testifying election**

- (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

### **Limitations applicable to notice**

- (iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

**Claimant to be entitled to same advantage**

42. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the 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 Board 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 within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

**Provisions as to transmission to apply *mutatis mutandis* to debentures, etc.**

43. The provisions of these Articles relating to transmission by operation of law shall *mutatis mutandis* apply to any other securities including debentures of the Company

***Forfeiture of shares***

**If call or installment not paid notice must be given**

44. If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

**Form of Notice**

45. The notice aforesaid shall—
- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
  - (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

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

46. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

**Receipt of part amount or grant of indulgence not to affect forfeiture**

47. Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.

**Entry of forfeiture in register of members**

48. When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.

**Effect of forfeiture**

49. The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.

**Forfeited shares may be sold, etc.**

50. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

**Cancellation of forfeiture**

- (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

**Members still liable to pay money owing at the time of forfeiture**

51. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

**Member still liable to pay money owing at time of forfeiture and interest**

- (ii) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.

**Cesser of liability**

- (iii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

**Certificate of forfeiture**

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

**Title of purchaser and transferee of forfeited shares**

(ii) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

**Transferee to be registered as holder**

(iii) The transferee shall thereupon be registered as the holder of the share; and

**Transferee not affected**

(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

**Validity of sales**

53. Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person

**Cancellation of share certificate in respect of forfeited shares**

54. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.

**Surrender of share certificates**

55. The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.

**Sums deemed to be calls**

56. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

**Provisions as to forfeiture of shares to apply *mutatis mutandis* to debentures, etc.**

57. The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company

### ***Alteration of capital***

The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

#### **Power to alter share capital**

58. Subject to the provisions of section 61, the company may, by ordinary resolution,—
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
  - (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
  - (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person;
  - (e) increase its authorized share capital by such amount as it thinks expedient.

#### **Shares may be converted into stock**

59. Where shares are converted into stock,—
- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:
- Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

#### **Right of Stockholders**

- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
- (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “stock” and “stock-holder” respectively.

#### **Reduction of capital**

60. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law,—
- (a) its share capital;
  - (b) any capital redemption reserve account; or
  - (c) any share premium account.

## **Joint Holders**

### **Joint Holders**

61. Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:

### **Liability of Joint-holders**

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

### **Death of one or more joint- holders**

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

### **Receipt of one sufficient**

- (c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.

### **Delivery of certificate and giving of notice to first named holder**

- (d) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.

### **Vote of joint-holders**

- (e) (i) 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 shares as if he were solely entitled thereto and if more than one of such joint- holders be present at any meeting personally or by proxy or by attorney 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 shares shall alone be entitled to vote in respect thereof but the other or others of the joint-holders shall be entitled to vote in preference to a joint-holder present by attorney or by proxy although the name of such joint-holder present by any attorney or proxy stands first or higher (as the case may be) in the register in respect of such shares.

**Executors or administrators as joint holders**

- (ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.

**Provisions as to joint holders as to shares to apply *mutatis mutandis* to debentures, etc.**

- (f) The provisions of these Articles relating to joint holders of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company registered in joint names.

***Capitalization of profits***

**Capitalisation**

- 62. (i) The company in general meeting may, upon the recommendation of the Board, resolve-
  - (a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
  - (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

**Sum how applied**

- (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—
  - (A) paying up any amounts for the time being unpaid on any shares held by such members respectively;
  - (B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
  - (C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);
- (iii) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
- (iv) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

**Powers of the Board for capitalisation**

- 63. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—
  - (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares if any; and
  - (b) generally do all acts and things required to give effect thereto.

**Board's power to issue fractional certificate/coupon etc.**

- (ii) The Board shall have power—
  - (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable fractions; and
  - (b) to authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalization, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares;

**Agreement binding on members**

- (iii) Any agreement made under such authority shall be effective and binding on such members.

***Buy-back of shares***

- 64. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

***General meetings***

**Extraordinary general meeting**

- 65. (i) All general meetings other than annual general meeting shall be called extraordinary general meeting.

**Powers of Board to call extraordinary general meeting**

- 66. The Board may, whenever it thinks fit, call an extraordinary general meeting.
  - (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

***Proceedings at general meetings***

**Presence of Quorum**

- 67. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
  - (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

**Chairperson of the meetings**

- 68. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

- Directors to elect a Chairperson**
69. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

- Members to elect a Chairperson**
70. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

- Casting vote of Chairperson at general meeting**
71. On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.

- Minutes of proceedings of meetings and resolutions passed by Postal Ballot**
72. (i) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.

**Discretion of Chairperson in relation to Minutes**

- (ii) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.

**Minutes to be evidence**

- (iii) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.

- Inspection of Minute-books of general meeting**
73. (i) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:
- (a) be kept at the registered office of the Company; and
  - (b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days.

**Members may obtain copy of minutes**

- (ii) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above.

**Powers to arrange security at meetings**

74. The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.

***Adjournment of meeting***

**Chairperson may adjourn the meeting**

75. (i) The Chairperson may, at his discretion or with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

**Business at adjourned meeting**

- (ii) 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 of adjourned meeting**

- (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

**Notice of adjourned meeting not required**

- (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

***Voting rights***

**Entitlement to vote on show of hands and on poll**

76. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—
- (a) on a show of hands, every member present in person shall have one vote; and
  - (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

**Voting through electronic means**

77. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

**Vote of joint-holders**

78. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

**Seniority of names**

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

**How members *non compos mentis* and minor may vote**

79. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

**Votes in respect of shares of deceased or insolvent members, etc.**

80. Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to 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 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

**Business may proceed pending poll**

81. Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.

**Restriction on voting rights**

82. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.

**Restriction on exercise of voting rights in other cases to be void**

83. A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.

**Equal rights of members**

84. Any member 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 members of the same class.

**Restriction on objecting qualification of any voter**

85. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.  
(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

## ***Proxy***

### **Proxies when to be deposited**

86. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

### **Form of proxy**

87. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

### **Proxy to be valid notwithstanding death of the Principal**

88. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:  
Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

## ***Board of Directors***

### **First Directors**

89. The following persons shall be the first Directors of the Company:
- (i) Shri Jayesh Navinchandra Dave
  - (ii) Shri Gopal Pallipuram Srinivasan
  - (iii) Shri Samiranjan Biswal

### **Number of Directors**

90. (i) Unless otherwise determined in a general meeting of the Company and subject to the provisions of Section 149 and other relevant provisions of the Act, the number of Directors of the Company shall not be less than 3 and not more than 15.

Provided that so long as the Company remains a wholly Government owned Company, the Government of Gujarat shall have the right to appoint/nominate, or retire the director(s)/ Board of the company at any time and from time to time.

### **91. Appointment of Chairperson**

- a) So long as the Government of Gujarat and/or its nominees are holding not less than 26 percent of shares in the equity share capital of the Company either directly or indirectly the Chairperson of the Board of Directors shall be nominated by the Government of Gujarat from time to time.

- b) So long as the Gujarat State Petroleum Corporation Limited and/or its nominees are holding not less than 26 percent of shares in the equity share capital of the Company either directly or indirectly the Chairperson of the Board of Directors shall be nominated by the Gujarat State Petroleum Corporation Limited from time to time.

Provided that in case the holding of both the Government of Gujarat and the Gujarat State Petroleum Corporation Limited exceed 26 %, then the provision of (a) supra shall prevail over (b) supra.

**92. Appointment of Managing Director/Whole time Director/Manager**

- a) So long as the Government of Gujarat and/or its nominees are holding not less than 26 percent of shares in the equity share capital of the Company either directly or indirectly, the Managing Director / Manager / Whole Time Director on the Board of Directors shall be nominated by the Government of Gujarat and/or Gujarat State Petroleum Corporation Limited, from time to time.

- b) So long as Gujarat State Petroleum Corporation Limited and/or its nominees are holding not less than 26 percent of shares in the equity share capital of the Company either directly or indirectly, the Managing Director / Manager / Whole Time Director on the Board of Directors shall be nominated by the Gujarat State Petroleum Corporation Limited, from time to time.

Provided that in case the holding of both the Government of Gujarat and the Gujarat State Petroleum Corporation Limited exceed 26 %, then the provision of (a) supra shall prevail over (b) supra.

- (ii) Subject to the superintendence, control and direction of the Board the day to day management of the Company shall be in the hands of the Managing Director(s) if any, with power to the Board to distribute such day to day management functions among such Director(s) in any manner as deemed fit by the Board and subject to the provisions of the Act and these Articles the Board may by resolution vest any such Managing Director or Managing Directors or whole time Director or whole time Directors such of the power vested in the Board generally as it thinks fit and such powers may be made exercisable for such period or periods and upon such conditions and subject to such restrictions as it may determine and they may subject to the provisions of the Act and these Articles confer such power either collaterally with or to the exclusion of or in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

- (iii) It shall be permissible for an individual to hold the position of the Chairperson as well as the Managing Director or Chief Executive Officer of the Company at the same time.

93. **Remuneration etc. of Managing Director/Chairperson**

- a) So long as Government of Gujarat holds not less than 26% in equity share capital of the Company, directly or indirectly through its subsidiaries or associates, the Government of Gujarat shall from time to time determine the term and remuneration of the Managing Director/Manager/Whole Time Director and the Chairperson. Provided that the terms and remuneration fixed by the Government of Gujarat shall constitute and be binding as a contract between him and the Company.
- b) So long as Gujarat State Petroleum Corporation Limited and/or its nominees holds not less than 26% in equity share capital of the Company, directly or indirectly through its subsidiaries or associates, the Gujarat State Petroleum Corporation Limited shall from time to time determine the term and remuneration of the Managing Director/Manager/Whole Time Director and the Chairperson. Provided that the terms and remuneration fixed by the Gujarat State Petroleum Corporation Limited shall constitute and be binding as a contract between him and the Company.  
Provided that in case the holding of both the Government of Gujarat and the Gujarat State Petroleum Corporation Limited exceed 26 %, then the provision of (a) supra shall prevail over (b) supra.

**Remuneration of directors**

94. The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

**Remuneration to require consent**

95. (i) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined by the Board in accordance with and subject to the provisions of the Act.

**Travelling and other expenses**

- (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—
  - (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or
  - (b) in connection with the business of the company.

The Board may pay all expenses incurred in setting up and registering the company.

**Sitting Fee**

96. Every Director shall be paid out of the funds of the Company such sum as the Directors may from time to time determine, for attending every meeting of the Board or any committee of the Board or for any other permissible purpose, subject to the ceiling prescribed under the Act.

97. **Right of GOG/GSPC to appoint Directors**

- a) Subject to provision of the Act, so long as the Government of Gujarat and /or their respective nominees are holding not less than 26 percent of shares in the equity share capital of the Company, Government of Gujarat shall be entitled to nominate and appoint majority of the directors on the Board of Directors of the Company. Such Directors, not exceeding 1\3rd of total number (or such higher number as may be permitted for a Government Company by virtue of the exemptions made available to Government Companies) of directors (including the Chairperson of the Board of Directors and the Managing Director), shall not be liable to retire by rotation. Each such permanent director shall hold office until he is either removed from the office or another person nominated or appointed in his place, or until he vacates the office by resignation or otherwise.
- b) Subject to provision of the Act, so long as the Gujarat State Petroleum Corporation Limited and/or its nominees are holding not less than 26 percent of shares in the equity share capital of the Company, Gujarat State Petroleum Corporation Limited shall be entitled to nominate and appoint majority of the directors on the Board of Directors of the Company. Such Directors, not exceeding 1\3rd of total number (or such higher number as may be permitted for a Government Company by virtue of the exemptions made available to Government Companies) of directors (including the Chairperson of the Board of Directors and the Managing Director), shall not be liable to retire by rotation. Each such permanent director shall hold office until he is either removed from the office or another person nominated or appointed in his place, or until he vacates the office by resignation or otherwise.

Provided that in case the holding of both the Government of Gujarat and the Gujarat State Petroleum Corporation Limited exceed 26 %, then the provision of (a) supra shall prevail over (b) supra.

**Nominee Director**

98. Subject to the provisions of the Act and to these Articles, whenever the Directors enter into a contract with any Government, Central, State or Local, any Bank/s or Financial Institution/ s or any person/s [hereinafter referred to as "the Appointer"] for borrowing any money or for providing any guarantee or security for any technical or financial collaboration or assistance or for entering into any other arrangement, whatsoever, the Directors shall have the power to agree that such appointer shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such terms and conditions as may be mentioned in the agreement and that such Director or Directors may not liable to retire by rotation. The Directors of Company may also agree that such Director may be removed from time to time by the appointer and the appointer may appoint another or others in his or their place and also fill in any vacancy, which may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatsoever.

**Limit on number of non-rotational Directors**

99. The provisions of Articles are subject to the provisions of Section 152 of the Act and the number of such Directors appointed under Articles excluding the Directors appointed by financial institutions for which special provisions have been made in the respective laws relating to such institutions shall not exceed in the aggregate one third of the total number of Directors for the time being in office. The remaining Directors shall be appointed by the Company in General Meeting. The provisions of this article shall not apply so long as the Company remains a wholly owned Government Company in which case Government of Gujarat and/or Gujarat State Petroleum Corporation Limited, as the case may beshall have right to appoint / nominate / retire the Director's of the Company from time to time and at any time.

**Execution of negotiable instruments**

100. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

**Extra remuneration to Directors**

101. Subject to provisions of the Act, if any Director being willing, shall be called upon to perform extra services which expression shall include work done by the Director as a member of any committee formed by the Directors or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Board may resolve to remunerate such Director either by a fixed sum or by a percentage of profit or otherwise as may be determined by the Directors and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided. Provided that if a Member of Parliament or a Member of Legislative Assembly is a Director, he shall not be entitled to any such remuneration.

**Appointment of Additional Director**

102. (i) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

**Duration of office of Additional Director**

- (ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

**Appointment of Alternate Director**

103. (i) The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an

independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.

**Duration of office of Alternate Director**

(ii) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.

**Re-appointment provisions applicable to Original Director**

(iii) If the term of office of the Original Director is determined before he returns to India 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 director to fill a casual vacancy**

104. (i) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.

**Duration of office of Director appointed to fill casual vacancy**

(ii) The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.

***Proceedings of the Board***

**When meeting to be convened**

105. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.  
(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

**Participation at Board Meetings**

(iii) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

**Questions at Board meeting how decided**

106. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

**Casting vote of Chairperson at Board meeting**

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

**Directors not to act when number falls below minimum**

107. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

**Chairperson of Committee**

108. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.  
(ii) If no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of them to be Chairperson of the meeting.

**Delegation of powers**

109. (i) The Board may, subject to the provisions of the Act, delegate any of its powers in any permissible manner including to committees consisting of such member or members of its body as it thinks fit.  
(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

**Chairperson of Committee**

110. (i) A committee may elect a Chairperson of its meetings.

**Who to preside at meetings of Committee**

- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

**Committee to meet**

111. (i) A committee may meet and adjourn as it thinks fit.

**Questions at Committee meeting how decided**

- (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

**Acts of Board or Committee valid notwithstanding defect of appointment**

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

**Passing of resolution by circulation**

113. Save as otherwise expressly provided in the Act, a resolution in writing, signed by majority of members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

**Right of Government of Gujarat**

114. So long as the Company is a Government Company, the Government of Gujarat, may from time to time, issue such directions or instructions as it may consider necessary in regard to the finance and business affairs of the Company, and in like manner may vary and annual any such directions or instructions. The Company and its Directors shall duly comply with and. give immediate effect to the directions or instructions so issued:

**115. Powers of Directors**

The Company shall be managed by the Board who may exercise all such powers of the Company and do all such acts and things as are not by the Act, or any other Act or by the Memorandum or by the Articles of Company required to be exercised by the Company in general meeting, subject nevertheless to these Articles and to the provisions of the Act, or any other Act and to such regulations (being not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in general meeting but no regulations made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

**116. (i) Certain power of the Board**

Without prejudice to the general powers conferred by the last preceding Article and so as not in any way to limit or restrict those powers and without prejudice to the last preceding Article it is hereby declared that the Directors shall have the following powers that is to say Powers:

- (1) to pay the costs, charges and expenses preliminary (and incidental to the formulation, promotion, establishment and registration of the Company;
- (2) Subject to Sections 179 and 188 for the Act as may be applicable to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at or for such price or consideration and generally on such terms and conditions as they may think fit and in any such purchase or other acquisition accept such title as the Directors may believe or may be advised to be reasonably satisfactory;
- (3) at their discretion and subject to the provisions of the Act to pay for any property rights or privileges by or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures, mortgages or other securities of the Company, and any such shares may be issued either as fully paid up thereon as may be agreed upon and any such bonds, debentures, mortgages or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
- (4) to secure the fulfillment of any contracts or engagement entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit;

- (5) to accept from any member, 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;
- (6) to appoint any person 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;
- (7) to institute, conduct, defend, compound or abandon any legal proceeding by or against the Company or its officer, or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company and to refer any difference to arbitration either according to Indian Law or according to foreign Law and either in India or abroad and observe and perform or challenge any award made therein;
- (8) to act on behalf of the Company in all matters relating to bankrupts and insolvents;
- (9) to make and give receipts, release and other discharge for moneys payable to the Company and for the claims and demands of the Company;
- (10) subject to the provisions of the Act to invest and deal with any moneys of the Company not immediately required for the purpose thereof, upon such security (not being the shares of this Company) or without security and in such manner as they may think fit, and from time to time to vary or realize such investments. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name;
- (11) to execute in the name and on behalf of the Company in favor of any Director or 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 mortgage of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and other powers, provisions, covenants and agreements as shall be agreed upon;
- (12) to determine from time to time who shall be entitled to sign, on Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividends, warrants, release, contracts and documents and to give the necessary authority for such purpose;
- (13) to distribute by way of bonus amongst the staff of the Company a share or shares in the profits of the Company and to any officer or other person employed by the Company a commission on the profits of any particular business or transaction, and to charge such bonus or commission as part of working expenses of the Company.
- (14) to provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and wives, widows and families or the dependents or connections of such persons, by building or contributing to the building of house dwellings or chawls or by grants of money, pensions, gratuities, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds or trusts, and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit, and subject to the provisions of the Section 181 of the Act to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company, either by reasons of locality of operation or of public and general utility or otherwise;

- (15) before recommending any dividend, subject to the provisions of Section 123 of the Act to set aside out of the profits of the Company such sums as they may think proper for depreciation or the depreciation fund, or to insurance fund, or as a reserve fund or sinking fund or any special fund to meet contingencies or to repay debentures or debenture stock or for special dividends or for equalizing dividends or for repairing improving, extending and maintaining any of the properties of the Company and for such other purposes (including the purposes referred to in the preceding clauses) as the Board may in their absolute discretion think conducive to the interest of the Company, and subject to Section 179 of the Act, to invest the several sums so set aside or so much thereof as required to be invested, upon such investments (other than share of this Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manners and for such purposes as the Board in their absolute discretion think conducive to the interest of the Company notwithstanding that the matters to which the Board apply or upon which they expend the same or any part thereof may be matters to or upon which the capital moneys of the Company rightly be applied or expended. and to divide the reserve fund into such special funds as the Board may think fit, with full power to transfer the whole or any portion of a reserve fund or division of a Reserve Fund to another Reserve Fund and/or division of a reserve fund and with full power to employ the assets constituting all or any of the above funds including the depreciation fund. in the business or debenture stock and that without being bound to pay interest on the same with power however to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper not exceeding nine per cent per annum.
- (16) to appoint, and at their discretion remove or suspend such general manager, managers. secretaries, assistants, supervisors, scientists, technicians engineers, consultants, legal, medical or economic advisers. research workers laborers, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties, and to fix their salaries, or emoluments or remuneration. and to require security in such instances and to such amounts as they may think fit, and also from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit, and the provision contained in the next following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause.
- (17) to comply with the requirement of any local law which in their opinion it shall in the interest of the Company be necessary or expedient to comply with;
- (18) at any time from time to time by Power of Attorney under the seal of the Company, to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in their limits authorized by the Board the power to make loans and subject to such conditions as the Board may from time to time think fit, and any such appointments may (if the board thinks fit) be made in favor of the members or any of the members of any local board established as aforesaid or in favor of any Company. or the shareholders, Directors, nominees or managers, of any Company or firm or otherwise in favor of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such powers of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the Board may think fit. and may contain powers

- enabling any such delegated attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them;
- (19) subject to provisions of the Act, for or in relation to any of the matters aforesaid or otherwise for all or any purposes of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts and do all such deeds and things in the name and on behalf of the Company as they may consider expedient
- (20) From time to time to make, vary and repeal by-laws for the regulation of the business of the Company, its officers and servants.

**(ii) Powers to Borrow**

Subject to the provisions of the Act and of these Articles, the Board of Directors may from time to time at its discretion by a resolution passed at a meeting of the Board accept deposits, raise loans or borrow or secure the payment of any sum or sums of money for the purpose of the Company from any source. PROVIDED HOWEVER where the moneys to be borrowed together with the money already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the paid up capital of the Company and its free reserves the Board of Directors shall not borrow such moneys without the sanction of the Company in general meeting. No debt incurred by the Company in the excess of the limit imposed by this Article shall be valid or effectual unless the lender proves that he advanced the loan in good faith and without knowledge that the limit imposed by this Article had been so exceeded.

**(iii) The payment or repayment of moneys borrowed**

The payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board of Directors may think fit and in particular in pursuance of a resolution passed at meeting of the Board by the issue of debentures or debenture stock of the Company, charged upon all or any part of the Company (both present and future), including its uncalled capital for the time being, and the debentures and the debenture stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

**(iv) Terms of issue of debentures**

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

**(v) Mortgage of uncalled capital**

If any uncalled capital of the Company is included in or charged by any mortgage or other security, the directors may, 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.

***Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer***

117. Subject to the provisions of the Act,  
**Chief Executive Officer, etc.**

(i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;

**Director may be Chief Executive Officer, etc.**

(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

**Dual position of Director**

118. A provision of the Act or these regulations requiring or authorizing a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

***Registers and Records***

**Statutory Registers & records**

119. Subject to the provisions of the Act and Rules made there under, the Company, shall keep and maintain at its registered office all statutory registers and records for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and records shall be open for inspection (wherever permissible) during 11.00 a.m. to 1.00 p.m. on all working days of the Company, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules. The fees for obtaining extracts of the registers and records (wherever permissible) shall be also fixed by the Board but not exceeding the limits prescribed.

***The Seal***

**The seal, its custody and use**

120. (i) The Board shall provide for the safe custody of the seal, if any.

**Affixation of seal**

(ii) The seal, if any, of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorized by it in that behalf, and except in the presence of at least one director and of the secretary or such other person as the Board may appoint for the purpose; and that directors and the

secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

### ***Dividends and Reserve***

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

121. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

#### **Interim dividends**

122. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

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

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

#### **Carry forward of profits**

The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

#### **Division of profits**

124. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.

#### **Payments in advance**

- (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

#### **Dividends to be apportioned**

- (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

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

125. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

**Retention of dividends**

126. The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.

**Dividend how remitted**

127. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

**Instrument of payment**

- (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

**Discharge to Company**

- (iii) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.

**Receipt of one holder sufficient**

128. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.  
Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

**No interest on dividends**

129. No dividend shall bear interest against the company.

**Waiver of dividends**

130. The waiver in whole or in part of any dividend on any share by any document (whether or not under seal, if any) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

## ***Accounts***

### **Inspection by Directors**

131. (i) The Board 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 of the company, or any of them, shall be open to the inspection of members not being directors.

### **Restriction on inspection by members**

- (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorized by the Board or by the company in general meeting.

## ***Winding up***

### **Winding up of Company**

132. Subject to the provisions of Chapter XX of the Act and rules made there under—
- (i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.
- (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

## ***Indemnity and Insurance***

133. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

### **Directors and Officers right to indemnity**

134. (i) Subject to the provisions of the Act, every director, managing director, whole time director, manager, chief executive officer, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, chief executive officer, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, chief executive officer, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.

- (ii) Subject as aforesaid, every director, managing director, manager, chief executive officer, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.

**Director/Officer not responsible for acts of others**

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

**Insurance**

136. The Company may take and maintain any insurance as the Board may think fit on behalf of its directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

***Secrecy Clause***

137. [a] Subject to the provisions of Companies Act, 2013 no member shall be entitled to visit or inspect any work of the company without the permission of the Directors, Managing Directors or Secretary or any discovery of any information or any detail of the Company's business or any other matter, which is or may be in the nature of a trade secret, mystery or secret process or which may relate to the conduct of the business of the company and which in the opinion of the Directors or the Managing Director will be inexpedient in the collective interests of the members of the company to communicate to the public or any member.
- [b] Every Director, manager, secretary, auditor, trustee, member of committee, officer, servant, agent, accountant or other person employed in the business of the company will be upon entering his duties pledging himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any meeting or by a court of law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.






***Government Company***

138. The Company shall be Government Company within the meaning of Section 2(45) of the Companies Act, 2013 and shall be entitled to all the privileges, exemptions, relaxations, if any, as may be conferred on the Government companies by the Central Government/Ministry of Corporate Affairs or any other authority from time to time. Such exemption/relaxation to Government Company shall override the restrictive provision if any contained in this article to the extent of such exemption and further such relevant provision of the Articles of Association or Table F shall not be applicable.

***Right of Government of Gujarat***

139. Notwithstanding anything contained in any of these articles, the Government of Gujarat, may from time to time, issue such directions or instructions as it may consider necessary in regard to the finance and business affairs of the Company, and in like manner may vary and annul any such directions or instructions. The Company and its Directors shall duly comply with and give immediate effect to the directions or instructions so issued. In particular, the Government of Gujarat shall have following powers:
- (i) to call for such returns, accounts and other information with respect to property and activities of the Company as may be required from time to time;
  - (ii) to approve the Company's Five Year and Annual Plan's of Development and the Capital Budget;

We the several persons, whose name and address are subscribed, are desirous of being formed into a company in pursuance of this Articles of association:-

| Sr. No. | Name, Description Occupation And address of each Subscriber   | Signature of Subscribers  | Name, address, Description occupation and signature of witness or witnesses  |
|---------|---|---|--|
| 1.      | <p>Gujarat State Petroleum Corporation Ltd.</p> <p>A Private Limited Company<br/>                     set up through the sanction<br/>                     of Government - same<br/>                     authorized by Board<br/>                     Resolution.</p> <p>GSPC Bhawan Bhuj<br/>                     Bhawan, Sector - II, Ghasar<br/>                     - 370101 (Gujarat), Bhuj</p>  |   | <p>Common witness to all subscribers:<br/>                     MANOJ R. HURKAT S/O SHRI R. R. HURKAT<br/>                     Manoj Hurkat &amp; Associates SAC, Arth Complex<br/>                     Navrangpura, Ahmedabad - 380009<br/>                     practicing company secretary<br/>                     Regd - 4287 of 2574</p> <p>Sign: </p> |
| 2.      | <p>Rajesh Narayan Givadasan<br/>                     Son of Shri Narayan Givadasan<br/>                     441, Vrundavan Bungalow,<br/>                     Kudasar, Gandhinagar - 382421,<br/>                     Gujarat</p> <p>Service</p>   |  |  |

*Correct*

Articles of Association of GSPC Energy Limited

I, **MANOJ HURKAT** witness to all 7 subscribers who have subscribed and signed in my presence at Gandhinagar. Further I have verified their identity details for their identification and satisfied myself of their identification particulars.

Page 38 of 40

3

Manoj Anandmohan Awasthi  
Son of Shri Anandmohan Awasthi

Appt no 2-203, No 44-0 Gndh  
Infocity Township, Gandhinagar  
382 007 (Gujarat)

Service



Manoj Awasthi

Alpesh Mitimbhai Shel  
Son of Mitimbhai Dagebhai Shel.  
A/3, Bhagyachy Soc. P-III, HK.  
Siddhagan Soc. Jankaragar Road,  
Ghantolodia, Ahmedabad-380061  
Guzarat  
Service.



common witness to all subscribers:  
MANOJ R. HURKAT S/O SHRI R.R. HURKAT  
Manoj Hurkat & Assoc: c/o: 306, Arth complex  
Nehruyapada, Ahmedabad - 380 009  
Practising Company Secretary  
Sec-4287 CP-2574 Sign: [Signature]

[Signature]

5. Rupesh Kirtikumar Shah  
 S/o Shri Kirtikumar Amritlal  
 Shah  
 A/6/201 La Halital, 100 H Road,  
 Opp. Manubrandan,  
 Ahmedabad - 380054  
 (Gujarat)  
 Service



6. DEVANG JAYANT KATUDIA  
 SON OF SHRI JAYANT MAGANKAL  
 KATUDIA  
 PASHWANATH. ATLANTIS PARK  
 C/303/CORAL SECTOR,  
 VILLAGE: JUGAD.  
 TAL: GANDHINAGAR  
 SERVICE



Shah

Katudia

Common witness to all subscribers:

MANOJ R. HURKAT S/O SHRI R.R. HURKAT  
 Mans, Hurkat & Associates 306 Ash complex  
 Newrangpura, Ahmedabad - 380019  
 practicing company secretary S.No:           
 fes-4287/08-2574

7 Jayash Navnathkar  
 Daire  
 son of shri Navnathkar  
 chunab Daire  
 400, Sector 1 c  
 Gandhinagar: 382007  
 (Gujarat)  
 spence.



*[Handwritten signature]*

company withdrew to all subscribers  
 MANOJ R. HURKAT S/O SHRI R. R. HURKAT  
 Manoj Hurkat & Associates 306 A/4th  
 Complex Navrangpura, Ahmedabad-380009  
 practicing company  
 secretary  
 Sign: *[Signature]*  
 65-4287  
 CP-2574

Place: Gandhinagar

Dated this 30<sup>th</sup> day of October, 2015

*One*

*One*  
*41*  
*41*  
*10*

**MEMORANDUM  
AND  
ARTICLES  
OF  
ASSOCIATION  
OF  
GUJARAT GAS LIMITED**



## व्यापार प्रारंभ करने का प्रमाण-पत्र

कम्पनी अधिनियम 1956 की धारा 149 (3) के अनुसार यह

कॉर्पोरेट पहचान संख्या : U40200GJ2012SGC069118

है प्रमाणित करने के लिए जारी

**GSPC Distribution Networks Limited**

विशेष विचारण करार अधिनियम 1956 (1956 का 1) के कारण किया इलेक्ट्रिक कनेक्शन से प्राप्त कर के बिना यह या उसे किसी निश्चित स्तर से योग्य प्रस्तुत की है या विहित स्थापित किया है कि उक्त कम्पनी ने, अधिनियम की धारा 149(2) (क) में (ग) तक की शर्तों का अनुपालन कर लिया है और व्यापार करने के लिए इच्छा है।

यह प्रमाण-पत्र उक्त दिनांक तक प्राप्त के हजार वर्ष का अक्षरालय में जारी किया जाता है।

### Certificate for Commencement of Business

Pursuant to Section 149(3) of The Companies Act, 1956

Corporate Identity Number: U40200GJ2012SGC069118

I hereby certify that the **GSPC Distribution Networks Limited** which was incorporated under the Companies Act 1956 (No. 1 of 1956) on the Twenty First day of February Two Thousand Twelve and which has this day filed a duly verified declaration in the prescribed form that the conditions of section 149 (2) (a) to (C) of the said Act, have been complied with and is entitled to commence business.

Given at AHMEDABAD this Thirtieth day of March Two Thousand Twelve

Sd/-

Registrar of Companies, Gujarat, District and Nagar Havelli

कम्पनी रजिस्ट्रार, गुजरात, जिला एवं नगर हवेली

Note: - The corresponding form has been approved by GANDESH GUPTA, Deputy 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](http://www.mca.gov.in))

कम्पनी रजिस्ट्रार को सहायक अभिलेख में उक्त/यह प्रमाण का पत्र

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

GSPC Distribution Networks Limited

BLOCK NO. 15, 3RD FLOOR, UDYOG BHAVAN, SECTOR-11,

GANDHINAGAR - 382001

Gujarat, INDIA



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प्रारूप 1  
पंजीकरण प्रमाण-पत्र

कorporate Identity Number : U40200GJ2012SGC069118

2011-2012

मैं यहाँ द्वारा सत्यापित करता हूँ कि उक्त

**GSPC Distribution Networks Limited**

का पंजीकरण, कम्पनी विनियम 1956 (1956 का 1) के अंतर्गत जारी किया जाता है और यह कम्पनी लिमिटेड है।

एक निम्नलिखित अन्य प्रतीक इस्तेमाल करती है। इनका काल को आसपास से जारी किया गया है।

**Form 1  
Certificate of Incorporation**

Corporate Identity Number : U40200GJ2012SGC069118

2011-2012

I hereby certify that **GSPC Distribution Networks Limited** is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is limited.

Given at Ahmedabad this Twenty First day of February Two Thousand Twelve

Sd/-

Registrar of Companies, Gujarat, Dadra and Nagar Haveli

कम्पनी रजिस्ट्रार, गुजरात, दादरा एवं नगर हवेली

Note: The corresponding form has been approved by VILAS SAMIMAJI HAJI, Assistant Registrar of Companies and the certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(3) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2008. The digitally signed certificate can be verified at the Ministry website ([www.mca.gov.in](http://www.mca.gov.in)).

कम्पनी रजिस्ट्रार के द्वारा जारी अभिलेख में उक्त प्रमाण पत्र जारी किया गया है।

Mailing Address as per record available in Registrar of Companies office:  
GSPC Distribution Networks Limited  
BLOCK NO. 15, 3RD FLOOR, LIDYOG BHAWAN, SECTOR-1,  
GANDHINAGAR - 382001  
Gujarat INDIA





GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Ahmedabad

PO: Bhuvan, Opp. Rajal Park Society, Eshani Ashu, Gun Stop, Newmore, Ahmedabad - 380015, Gujarat, INDIA

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

Corporate Identification Number (CIN): U40200GJ2012SGC065118

I hereby certify that the name of the company has been changed from GSPC Distribution Networks Limited to GUJARAT GAS LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name GSPC Distribution Networks Limited.

Given under my hand at Ahmedabad this Fifteenth day of May Two Thousand Fifteen.

Str/-

VILAS SAMHAJI HAJARE  
Assistant Registrar of Companies  
Registrar of Companies  
Ahmedabad

---

Mailing Address as per record available in Registrar of Companies office:  
GUJARAT GAS LIMITED  
BLOCK NO. 15, 3RD FLOOR, UDYOG BHAVAN, SECTOR-11,  
GANDHINAGAR - 382001  
Gujarat, INDIA

**THE COMPANIES ACT, 1956**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**GUJARAT GAS LIMITED**

Pursuant to the Composite Scheme of Amalgamation approved by the High Court of Gujarat the following Clause-I is substituted as below :

- i. The name of the Company is Gujarat Gas Limited.
- ii. The registered Office of the Company will be situated in the State of Gujarat.
- iii. The objects for which the Company is established are:
  - A. THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**
    1. To carry on, sale, purchase, supply, distribution, transport, trading in Natural Gas, CNG, LNG, LPG & other Gaseous form through Pipelines, Trucks/Trains or such other suitable mode for transportation/distribution of Natural Gas, CNG, LNG, LPG & other Gaseous Form.
    2. To lay, design, construct, fabricate, install and maintain gas processing and gas manufacturing plants, gas installations including gas storage, machinery apparatus, pipes, valves, fittings, meters and other allied accessories necessary and useful for the manufacture, supply and distribution of gas energy.
    3. To manufacture, produce, to acquire concessions, licences or orders from any authority for supply and distribution of all forms of conventional and/or nonconventional types of energy, including gaseous fuel and products derived from natural gas for domestic, commercial, industrial lighting, heating, motive power or any other purposes.
    4. To act as technical advisors, consultants for undertaking market survey, technoeconomic feasibility reports, basic knowhow, design, detail engineering including procurement, executing, testing, revamping of the existing installations and commissioning services required for the manufacture, supply and distribution of gas energy.
    5. To carry out in India and in any part of the world, business of processing, converting, producing, manufacturing, formulating, using, buying, acquiring, storing, packaging, selling, transporting, distributing, importing, exporting and disposing.
    6. All types of alcohols, chemicals, heavy chemicals, acids, alkalis, agro-chemicals, explosive and their by-products, derivatives and mixtures thereof and maintaining and rendering assistance and services of all and every kind of any description for selling, exchanging, altering, improving and dealing in alcohols and artificial and other fertilizers, heavy chemicals, agro-chemicals and their by-products of every description whether required for civil, commercial or military defence purposes and requirement or otherwise;

#### MEMORANDUM OF ASSOCIATION

- b) All fertilizers, petro-chemicals, plastics methanol, melaming, derivatives thereof whether liquid, solid or gaseous and including specifically benzene, ethylene, propylene, propane ethane, butane, butadiene isoprene, oxides, glycols and poly glycols of ethylene, propylene and butadiene chlorinated hydro-carbons, aliphatic and aromatic alcohols, aldehydes, ketones, aromatic acids, anhydrides, vinyl acetate, vinylchloride, acrylics, esters of ortho, meta and terephthalic acids and all gases.
- c) All organic and inorganic chemicals, synthetic chemicals, derived from petroleum, hydrocarbons, elements, chemicals and compounds and products of any nature and kind whatsoever including by-products, derivatives and mixtures thereof.

**Pursuant to the Composite Scheme of Amalgamation approved by the High Court of Gujarat the following Clauses have been added after Clause-5 in the main Objects of Memorandum of Association of Gujarat Gas Limited :**

6. To carry on business of dealing with all aspects of negotiations, procurement, imports, storage, handling processing, distribution and transportation of Natural Gas, Liquefied Natural Gas ("LNG"), Cool Bed Methane ("CBM"), Naphtha, Fuel Oils, Crude Oil & other Petroleum Products, coal and any other fuels and utilization thereof.
7. To administer fuel supply and purchase contracts on behalf of State Government and promoter Companies.
8. To develop expertise, provide consultation and render advisory services for various technical, legal and commercial aspects of Fuel Supply Management business and facilitating implementation of Natural Gas, LNG, CBM, Naphtha, Fuel Oils, Crude Oil & Petroleum Products, Coal and any other fuel projects.
9. To act as an advisory body to the Government / any other agency appointed by State Government for all aspects related to Policy and regulation of Natural Gas, LNG, CBM, Naphtha, Fuel Oils, Crude Oil & Petroleum Products, Coal and any other fuels import / utilization.
10. To promote and make strategic investment in infrastructure projects and facilities meant for augmenting fuel supply.

#### **6. THE OBJECTS ANCILLARY OR INCIDENTAL TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:**

1. To establish and maintain offices, agencies, branches, storage depots, jetties, retail and other outlets and centers in respect of the foregoing and otherwise.
2. To lay, operate and maintain pipelines by taking take over, custody transfer from existing and future Natural Gas pipelines, set up billing, collection facilities and make arrangements where feasible to avail of the facilities including Retail outlets and distributorships and acquire any other facilities including Retail outlets and distributorships.
3. To set up, maintain distribution systems, distribution networks, high pressure transmission systems, city gate stations, pressure reduction equipment, basic grids, district regulators, basic steel grids, medium density polyethylene distribution networks, interface systems, distribution pipeline networks, service lines, regulating lines, main lines and standby lines, isolation systems, valves, high pressure and low pressure distribution systems;

MEMORANDUM OF ASSOCIATION

- pressure regulators, service regulators, gas meters, as required for carrying out the gas distribution to the industrial, domestic, commercial and automotive consumers and maintain delivery, dispensing facilities to automobiles.
4. To appoint or open retail stores and wholesalers for selling the goods manufactured or imported or procured by the company and to deal as principals or as agents, distributors or as commission agents.
  5. a) To generate, accumulate, transmit, distribute, purchase, sell, and supply electricity power or any other energy from the conventional / non-conventional energy sources on a commercial basis to consumers and others or to any State Electricity Board and agency/ agencies in the line of activity of energy generation and distribution.  
b) To generate energy in any form for sale and supply from available fuel and other inputs and to construct, lay down, establish, operate and maintain power/energy generating stations, including buildings, structures, works, machineries, equipments, cables, and to undertake or to carry on the business of managing, owning, controlling, erecting, commissioning, operating, running, leasing or transferring to third person/s, power plants and plants and plants based on conventional or non-conventional energy sources.
  6. To carry on any other business (manufacturing or otherwise) which may seem to the company capable of being conveniently carried on in connection with these objects or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights or which it may be advisable to undertake with a view to improving, developing, rendering valuable or turning to account any property movable or immovable belonging to the company or in which the company may be interested.
  7. To carry on all kinds of exploration business and in particular to search for, prospect, examine and explore mine and ground supposed to contain minerals, or precious stones or to search for and obtain information with regard to mines, mining claims, mining districts and localities, and to purchase or otherwise acquire and to sell, dispose off and deal with mines and mining rights and property supposed to contain minerals or precious stones of all kinds, and undertakings connected therewith and to buy, sell, dress, refine, manipulate, prepare for the market and deal in minerals of all kinds.
  8. To apply for, tender, purchase, or otherwise acquire any contract and concessions for or in relation to the construction, execution, carrying out, equipment, improvement, management, administration or control of works and conveniences and to undertake, execute, carry out, dispose off, or otherwise turn to account the same.
  9. To act as agents for Government or other authorities or any manufactures, merchants and others and to transact and carry on agency business of every kind and of any description.
  10. To establish and maintain agencies, branch places and local registers, to procure registration or recognition of the company and to carry on business in any part of the world and to take such steps as may be necessary to give the company such rights and privileges as are possessed by local companies or partnerships or as may be though desirable.

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11. To buy wholesale or retail, repair, alter and exchange, let on hire, import and export all kinds of articles and things which may be required for the purpose of any of the main business or which are commonly manufactured, imported, exported, supplied or dealt with by persons engaged in any such business or which may seem capable of being dealt with in connection with any of the main business.
12. To acquire by technical collaboration or otherwise the recipes, technology, technical know-how and other information as to the process of manufacturing and the right to manufacture and deal in any of the products which the Company is entitled to produce, manufacture or, deal in.
13. To acquire, construct, carry out, equip, maintain, alter, improve, develop, manage, work, control and superintend any electric light and gas works, power plants, telephones, and any ghats, markets, reservoirs, water works, tanks, bridges, villages, roadways, tramways, railways, canals, aqueducts, watercourses, dykes, drains, wharves, dye works, furnaces, crushing works, hydraulic works, workshops, factories, warehouse, sheds, dwellings, offices, shops, stores, land, building, pipelines, pumping stations, wireless installations, aerodromes and other works and conveniences which may seem directly or indirectly conducive to any of the main objects of the Company and to contribute to subsidize or otherwise by taking part in any operations.
14. To purchase, charter, hire, build, or otherwise acquire vehicles of any or every sort or description for use on or under land or water or in the air and to employ the same in the carriage of merchandise of all kinds or passengers and to carry on the business of owners of trucks, trams, lorries, motor cars and of shipowners and owners of aircraft in all or any of their respective branches.
15. To purchase, take on lease, hire or acquire in exchange for concession otherwise absolutely or conditionally, solely or jointly with others, any property, rights or privileges which the company may think necessary or convenient for the purpose of its business and make, construct, maintain work, acquire, hire, hold, improve, alter, manage, let, sell, dispose off, exchange, carry out or control roads, embarkments, ferries, piers, wharves, quays, sheds, landing grounds, hangars, garages, accommodation, of all kinds for air, sea and land traffic waterways, land, buildings, and building yards, pipelines, foundries, warehouse, works, factories, workshops, sidings, train ways, engines, machinery and apparatus, gas works, electric, water rights, way leave, estates, utilities and other services calculated directly indirectly to advance the company's interests and to contribute to, subsidies or otherwise assist or take part in the establishment, construction, improvement, maintenance working, management, carrying out superintendence or control thereof.
16. To develop and turn to account any land acquired by the company or in which it is interested and in particular, by laying out and preparing the same for building purpose, constructing, altering, pulling down decorating, maintaining, fitting up and improving building and by planting, paying, draining, farming, cultivating and letting on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders and others.
17. To acquire, build, provide and maintain dams, tube wells, barrages, sluices, embankments, tanks, bridges, acqueducts, reservoirs, irrigation works, reclaimed land

- infiltration galleries and other works and like contrivances, and drill and sink wells, for the purpose of securing adequate of water required in any way in connection with the business of the company or as incidental thereto, or for supplies to the township or sale to the public for irrigation, domestic sanitation, industrial and other purposes and to store, maintain, call or loan such supplies.
10. To manufacture, import, export deal in or prepare for market, refine, clean, restore, recondition, repair, remodel, clean, treat and otherwise manipulate and deal in and turn into account by process or means what so ever all byproducts, refuse and waste and other products, capable of being manufactured or produced out of or with the use of all of any raw materials, ingredients, substances or commodities used in the manufacture or deal in and to make such other use of the same as may be thought fit.
11. Subject to the directions of RBI or any other authority or official to receive money on deposit or loan and borrow or raise money in such manner as the company shall think fit by promissory notes, bills of exchange, hundias and other negotiable or transferable instruments or by debentures or by debenture stock (perpetual or otherwise) and to secure the repayment of any moneys borrowed, raised or owing by mortgage, charge, hypothecation, pledges or lien upon all or any of the company's properties or assets (present and future) movable and immovable including its uncalled capital upon such terms as the directors may deem expedient. Also by a similar mortgage, charge or lien or to secure and guarantee the performance by the company or any other person or company any obligation undertaken by the company or any other person or company as the case may be.
12. To subscribe to, underwrite, purchase or otherwise acquire and to hold, dispose of and deal with the shares, stocks, securities and evidences of indebtedness or the right to participate in profits or other similar documents issued by any government, authority, corporation or body or by any company or body of persons and any options or rights in respect thereof and to buy and sell foreign exchange.
13. To accumulate funds and to invest or otherwise employ belonging to or with the company in the purchase or acquisition of any shares, securities or other investments whatsoever whether movable or immovable upon such terms as may be thought proper and from time to time, to vary all or any such investments in such manner in such manner as the company may think fit.
14. To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture stock, contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, supreme, municipal, local or otherwise or of any person whatsoever, whether incorporated or not incorporated any generally to guarantee or become sureties for the performance of any contracts or obligations.
15. To act as agents of any company or concern and to do and perform all and singular the several duties, services and authorities appertaining to such officers respectively and to company with and to become bound by all restrictions, limitations and conditions pertaining to such officers respectively or imposed by the terms of any agreement or agreements entered into for any of the purpose aforesaid.

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24. To undertake, carry out, promote and sponsor community development including any programme for promoting the social and economic welfare or the uplift of the public in any location in India and to incur any expenditure on any programme of community development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner.
25. To undertake, carry out, promote and sponsor rural development, including any program for promoting the social and economic welfare of, or the uplift of the public in any rural area and to incur any expenditure on any programme of rural development and 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, "programme of rural development" shall also include any programme for promoting the social and economic welfare of or the uplift of the public in any rural area which the directors consider it 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 the applicable provisions of the Income Tax Act, 1961 or any other law relating to rural development for the time being in force or as may be regarded by the directors as rural areas and the directors may at their discretion in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value as the directors may think fit and divest the ownership of any property of the company to or in favour of any public or local body or authority or central or state government or any public institutions or trusts or funds as the directors may approve.
26. To establish research and development centers, internal or external to the company for the business of the company, provide, maintain and conduct, or otherwise subsidize research, laboratories and experimental workshops for scientific and technical research and experiments and to undertake and carry on all scientific and technical research, experiments and tests of all kinds and to promote studies and research both scientific and technical investigation and invention by providing, subsidizing, granting or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing the remuneration to scientific and technical professors and teachers and by providing for awards, scholarships, prizes, grants and bursaries to students or otherwise and to encourage, promote and award studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any of the business which the Company is authorized to carry on.
27. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging social and moral responsibility of the Company to the public or any section of the public.
28. To acquire and undertake the whole or any part of the business property and liabilities of any person or company carrying on or proposing to carry on any business which the company is authorized to carry on or possessed of property suitable for the purpose of this Company or which can be carried on in conjunction therewith or which is capable of being so conducted as to directly or indirectly benefit the Company.
29. To apply for purchase or take license or otherwise acquire and protect and renew in any part of the world any patents, patent rights, brevets, inventions, trade marks, designs, licences, concessions and the like conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information as to any invention

which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the company, and to test, exercise, develop, or grant license in respect of or otherwise, turn to account the property, rights or information so acquired and to expend money in experimenting upon testing or improving any such patents, inventions or rights.

30. To enter into any arrangements with any Government or authority whether municipal, local or otherwise or any person that may seem conducive to the Company's objects or any of them; and to obtain from such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangement, rights, privileges and concessions.
31. To establish or support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences for the benefit of past or present employees or directors of the company or the dependents of such persons, and to grant pensions and allowances, to make payments towards insurance, to subscribe or guarantee money for charitable or benevolent objects or useful objects for general public.
32. To establish or promote or concur in establishing or promoting any company or companies in India or anywhere else in the world, for the purpose of acquiring all or any of the property, rights and liabilities of the company or for any other purpose which may seem directly or indirectly calculated to benefit the company and to place or guarantee the raising of, underwrite subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company.
33. To buy, purchase, sell, lease, take on lease, exchange, otherwise acquire lands, buildings, flats and hereditaments of any tenure or description in India or elsewhere whether for residential, business, manufacturing or other purposes and any rights, easements, advantages and privileges relating thereto and either for investment or resale or for trafficking in the same and to turn the same into account as may seem expedient, and to construct, alter, improve, decorate, develop, furnish and maintain offices, flats, houses, factories, warehouses, godowns, shops, buildings and other structures, works and conveniences of all kinds on any of the lands or immovable properties purchased or acquired by the Company.
34. To subscribe for absolutely or conditionally or otherwise acquire, underwrite, take up and to hold, dispose of shares, debentures, debenture stocks, stocks and securities or obligations of any other company whether incorporated in or outside India, by original subscription, participation in syndicates, tender, purchase, exchange 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.
35. To invest and deal with money of the Company, not immediately required in such manner as may, from time to time, be thought fit.
36. To lend and advance money or give credit to any person or company and on such terms as may seem expedient and in particular to customers and others having dealing with the company; to give guarantee or indemnify for the payment of money or the performance of contracts or obligations by any person; to secure or undertake in any way the repayment of moneys lent or advanced to, or the liabilities incurred by any person and generally to give guarantees and indemnities.

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37. To borrow or secure money in such manner as the Company may think fit or to make repayment of any debt, liability, perform any contract entered into, in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the company's property (both present and future), including its uncalled capital and to purchase, redeem, or payoff any such securities.
38. To establish subsidiaries, companies, amalgamate with, or enter into partnership or into any arrangement for sharing profits, union of interest, joint venture, reciprocal concessions or co-operation with, any person or company carrying on, engaged in, or proposing to carry on or engage in, any business or transaction which the Company is authorized to carry on or engaging or which is capable of being conducted so as directly or indirectly to benefit the Company, and to take or otherwise acquire and hold shares, stock, securities, obligations or other interests in any such person or company, and to subsidize or otherwise assist any such persons or company.
39. To remunerate any person, firm or company for services rendered or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the shares in the company's capital or any debentures or 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.
40. To draw, make, accept, endorse, discount, execute and issue, negotiate, assign, buy and sell or otherwise deal in cheques, drafts, promissory notes, bills of exchange, hundis, debentures, bonds, bills of lading, railway receipts warrants and coupons, and all other negotiable and transferable securities, instruments and documents.
41. To sell, dispose of or transfer the business property and undertaking of the Company or any part thereof for any consideration which the Company may deem fit to accept, and in particular for shares, debentures, debenture stock, bonds, or securities of any other company or companies for the purpose of its or their acquiring all or any of their property, rights or liabilities of this company or for other purposes which may seem to benefit this company directly or indirectly.
42. To adopt such means of making known the business and/or products of this Company or any Company in which the company is interested as its agent, representatives or in any other way, by advertisements in papers, periodicals, magazines, through cine slides and films, by issue of circulars, posters, calendars, show-cards, playing cards, handlings, by radio program, television programs, exhibitions, by publication of books, periodicals and by granting prizes, rewards and donations, subject to law.
43. To apply for, promote, and obtain any order, regulation or other authorization or enactment which may directly or indirectly benefit the Company.
44. To procure recognition of the Company in any country or place outside India.
45. To issue or allot fully or partly paid shares in the capital of the company in payment or part payment of any movable or immovable property purchased or otherwise acquired by the Company or any services rendered to the Company.
46. To take or hold mortgages, liens and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the company's property of any kind sold by the Company or any money due to the Company from buyer.

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47. To produce gas and generate electricity necessary for the purpose of the business of the company and to process all products resulting from or ancillary to such production.
48. To pay out of the funds of the company all or any expenses which the Company may lawfully pay for services rendered for formation and registration of the Company and for promotion of any other Company promoted by it.
49. To insure any of the properties undertakings, contracts, risk or obligations of the Company in any manner whatsoever.
50. To make donations to such persons or institutions either of cash or any other assets as may be thought directly or indirectly conducive to any of the Company's objects or otherwise expedient and also to subscribe, contribute or otherwise assist or guarantee money for charitable objects or institutions having scientific, religious or benevolent national, cultural, educational or objects of general public utility.
51. To aid pecuniarily or otherwise any association, body or movement having for an object the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.
52. To undertake and execute any trusts, the undertaking where it may seem desirable and whether gratuitously or otherwise.
53. To provide for the amelioration and welfare of directors, ex-directors or the employees or ex-employees and their wives, families dependants or connections of such persons by building or contributing to the building of houses, dwellings or chawls or by grants of money, pension, allowances bonuses or other payments or by creating and from time to time subscribing or contributing to provident fund and other associations, institutions, funds or trusts and by providing or subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance, public health installations, transport services, markets, shops and store and other assistance as the company shall think fit.
54. To aid and support any person, association or movement, whose object is solution, settlement or surmounting of industrial or labor problems of the promotion of science and technology, cultural activities sports, environment, rural development and other social welfare and recreational activities. To sponsor sport entertainment and other issues and recreational activities to aid and promote the Company's activities and other interest.
55. To establish or support associations, institutions, schools, hospitals, guest houses, clubs, funds, and trusts which may be considered beneficial to any employees or ex-employees and to officers of the company or the dependents of any such persons.
56. To refer questions, disputes, or differences arising in connection with or in respect of any matter relating to the business or affairs of the company to arbitration in such manner and upon such terms as the company may deem fit and to institute legal proceedings or defend any proceedings and to appoint advocates, consultants or advisors in this behalf.
57. To control, manage, finance, subsidize, co-ordinate or otherwise assist any company or companies including subsidiaries in which the company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services



- with any particular trade or business or with scientific research industry or commerce generally and particularly with the business and activities of the company including any association, institution or fund for the protection of interests of members owners and employees against loss by bad debts, strikes, combination, fire accidents or otherwise.
68. To dedicate, present or otherwise dispose off, either voluntarily with or without consideration 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 trustee for or on behalf of any of the same or of the public.
  69. To establish, provide, maintain and conduct or otherwise subsidise India or in any part of the world, educational and training institutions, research, laboratories and experimental workshops for scientific and technical researches, to undertake and carry on scientific and technical researches, experiments and tests of all kinds; to promote studies and researches, both scientific and technical, investigations and inventions by providing, subsidising, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing or contributing to the remuneration of scientific or technical professors or teachers and providing or contributing to the award of scholarships, prizes, grants to students and otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions on any kind that may be considered likely to assist any business which the company is authorized to carry on and to enter into any arrangements with government or any other party in India or elsewhere for the aforesaid purposes.
  70. To distribute among the members in specie any property of the company of any proceeds of the sale, disposal or any proceeds of the sale, disposal of any property of the company but so that no distribution amounts to a reduction of capital to be made except with the sanction (if any) for the time being required by law.
  71. Subject to provisions of the Companies Act 1956 to place, to reserve or to distribute as dividend or bonus among the members or otherwise to apply as the company may from time to time think fit any moneys received by way of premium on shares or debentures issued at a premium by the company and any moneys received in respect of dividends accrued on forfeited shares or from unclaimed dividends.
  72. To install and work pilot, prototype or semi-commercial scale units or full commercial plant to develop a particular process, invention or inventions and ensure production from such proceeds, invention or inventions, to sell or otherwise dispose off the products of such inventions or payment or otherwise and generally on such terms and conditions as may be deemed fit.
  73. To appropriate, use or layout land belonging to the company for street parties, playgrounds, gardens, pleasure grounds, allotments and other conveniences and to present such lands so laid out to the public or to any person or company conditionally or unconditionally as the company thinks fit.
  74. To train or pay for training in India or abroad of any of Company's employees or officers or any candidate in the interest of or furtherance of the company's objects and to establish training facilities for providing training to company's employees and other people.

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72. To employ and pay experts, consultants, engineers in connection with the planning, operating and development of all business connected with the company's operations.
73. To take part in the management, supervision and control of the business or operations of any company or undertaking entitled to carry on the business which this company is authorized to carry on.
74. To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.
75. To do all such other things as may be deemed, or as the company considers incidental, conducive or beneficial to the attainment of above objects or any of them.

### C. THE OTHER OBJECTS ARE:

1. To carry on the business of technical, financial or any other type or nature of consultants or advisory services or activity.
2. To assemble, distribute, sell, export, import, trade, deal, manufacture, maintain, convert, improve, repair, service, research, develop all types of telecommunication and electronic systems, equipment, products, accessories, assemblies, apparatus, circuits, spares, components, hardware, software and services including subscribers and telecommunication equipments, electrical apparatus for line telephony or line telegraphy including such apparatus for carrier-current line system.
3. To carry on the business as producers, manufacturers, processors, converters, refiners, makers, bottlers, stockists, dealers, importers, exporters including synthetic fuels and lubricating oils required for or used in any sector of the economy and to service, repair, manufacture market or deal in machinery, plants, spares, cylinders, containers, gadgets, appliances and accessories required for working on, using or producing any of such gases, oils and products.
4. To explore the possibility of marketing MS/HSD/Branded fuels and allied retail businesses as may be required from time to time, including and not necessarily restricted to sale and marketing of Automotive Lubricants and setting up of convenience stores.
5. To identify and evaluate various opportunities for participating in bids or examining possibilities of acquisition of interests in oil/gas production and exploration areas both in India and abroad, together with other partner(s) who may be Indian / overseas party having similar experience.
6. To develop long-term perspective to facilitate import, storage and transportation of crude oil and other petroleum products if required, including the laying of pipelines.
7. To explore, exploit, manufacture, synthesize produce, prepare, extract, process (distil), manipulate, improve, treat, preserve, reduce, render, merchantable, import, export, buy, sell, in hydrocarbons like crude oil and natural gas and processing thereof into its components for production of products such as light distillates like fuel, gas, LPG, middle distillates like kerosene, naphtha, motor spirit, diesel aviation turbine fuel, heavy distillates like fuel, oil, LSHS, Wax, Heavy ends, Methane, Ethane, Propane, Butane and NGL and also cracking of petroleum fraction and hydrocarbon gases with the object to obtain the basic building blocks such as olefins like ethylene, acetylene,

crotylene, butylene, butadiene, aromatics like benzene, toluene, Xylenes and to deal in more items.

To manufacture, synthesise, produce, prepare, extract, process and finish, manipulate, improve, treat, preserve, reduce, render merchantable, import, export, buy, sell, inland, maritime, transport, refine, store and generally carry on the business or deal or traffic in Polymers, elastomers, resins, and plastics of all types and grades copolymer formulations and in all forms such as powder, flakes, laminates or as processed goods and including polyethylene, polypropylene, polystyrene, polyvinyl chloride, polyvinyl acetate, polymethyl methacrylate, epoxy resins, alkyd resins, melamine, polycarbonates, polyamides, polyimides, polyimides, polymethanes, polyacrylonitrile, polyesters such as polyethylene terephthalate and polyethylene isophthalate, ethylene oxide, ethylene glycol, propylene oxide, and polyols, glycols, esters and glycol ethers, dodecyl benzene and other types of Alkyl Benzenes etc., derived from the building blocks such as methane, ethane, ethylene, propane, propylene, butane, butylenes, LPG, etc.

To carry on in India and elsewhere the business of processing, converting, producing, manufacturing, formulating, using, buying, acquiring, importing, storing, packaging, selling, transporting, distributing, exporting and disposing etc.-

- a) All chemicals derived from hydrocarbons including those from petroleum sources, elements, chemical compounds and products of any nature and kind whatsoever including by products, derivatives and mixtures thereof.
- b) Special types of petroleum and petroleum products, including specifically crude oil, associates and lime gases, refinery gases, reformer and cracker gases, naphtha, reformate, naphtha distillate fractions, residual fuel oil, slack wax, tank bottoms and any by products or waste products there from.
- c) All petrochemical building blocks and derivatives thereof, whether liquid, solid fluid or gaseous and including benzene, toluene, ortho-xylene, meta-xylene, para-xylene, ethyl-xylene, ethylene, propylene, propane, ethane, butanes, butenes, butadiene, isoprene, oxides, glycols and polyglycols of ethylene, propylene and butylene, aliphatic and aromatic alcohols, aldehydes, ketones, acids, acid anhydrides, acetates, acrylates, cyanoates and isocyanates and reaction products of various organic synthesis like halogenation, sulfonation and sulfation, nitration, amination, oxidation, reduction, esterification, alkylation, hydrolysis, phosgenation, hydrogenation, etc and any other process developed or likely to be developed.
- d) Polymers, elastomers, resins and plastics of all types and grades copolymer formulations and in all forms such as powder, flakes, granules, films, sheets, tubes, pipes, fibres, laminates or as processed goods and including polyethylene, polypropylene, polystyrene, polyvinyl chloride, polyvinyl acetate, polymethyl methacrylate, epoxy resins, alkyd resins, melamine, polycarbonates, polyamides, polyimides, polymethanes, polyacrylonitrile, polyesters such as polyethylene terephthalate and polyethylene isophthalate etc.
- e) Polymer processing chemicals and additives of all types and for all purposes and including plasticisers, fillers, antioxidants, retarders, colouring chemicals etc.
- f) Elastomers, reclaimed rubber and synthetic rubber of all types, grades, forms and

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- copolymer formulations including polybutadiene, polyisoprene, butyl rubber, nitrile rubber, EP rubber, specialty rubbers and including rubber processing chemicals such as accelerators, antioxidants, retarders and fillers, synthetic rubber coats and laminated articles etc.
- (a) Synthetic fibres and fibre intermediates of all types, grades, formulations and blendings and including polyester fibres, polyacrylonitrile, polyvinylacetate, polypropylene, nylon and other synthetic and cellulosic fibres etc.
  - (b) Solvents of all types, grades and formulations, essences, flavours, perfumery materials, surface coating and inks etc.
  - (c) Synthetic detergents and detergent intermediates of all types and surface active agents, including dodecyl benzene, propylene tetramer and bio-degradable detergents.
  - (d) Pesticides, micronutrients and related intermediates of all types and formulations including insecticides, herbicides, weedicides, rodenticides, fungicides etc.
  - (e) Refrigerants of all types.
  - (f) Single cell and multi cell proteins from hydrocarbons.
- (10) Any other opportunity, which may be of strategic interest to the Company in energy sector, would be explored and examined jointly as and when required.
  - (11) To carry on business as fixers, tool makers, brass and other metal founders, metal workers, moulders, millwrights, tool millers, machinists, wire drawers, tube, pipe and tank manufacturers, smiths, gas makers, welders, electroplaters and the like and in that context to manufacture, buy, sell, exchange, install, work, alter, improve, manipulate, prepare for market, import or export and otherwise deal in all kinds of plant, machinery and equipment, apparatus, tools, utensils, substances, materials and things necessary or convenient.
  - (12) To carry on business of trade and industry and all its allied or kindred trades and business in all its branches and activities and particularly the production, distribution, exhibition of silent and/or talking, publicity, education and instruction and any business or industry which may hereafter be deemed to be an improvement upon or replacement in part or wholly of the trade and/or industry as is known and understood at the date hereof.
  - (13) To buy, sell, manufacture, refine, manipulate, import, export and deal in all substances, apparatus and things capable of being used in any such business as aforesaid or required by any customers or persons having dealings with the Company either by wholesale or by retail.
  - (14) To manufacture, produce, prepare, import and export, buy and sell plastic intermediates, raw-materials, conversion machinery and to do research in the development of new products.
  - (15) To finance, protect and promote industrial activities and to promote such activities with capital, credit, means, resources and assistance and to procure collaboration agreements for promotion and development thereof and to render financial assistance in the form of a loan and/or commercial and/or trade projects, plants, work-shops,

- establishments etc. (including rendering of such financial assistance in the State of Gujarat, all or any of which directly or indirectly tends to promote or is calculated to promote the industrialisation and/or development of industry commerce and/or, trade in the State of Gujarat.
16. To carry on business as ship-owners and directors, carrier by land, sea and air, wharfingers, warehousemen and bargoowners.
  17. To act as consulting engineers and to carry on the business of metallurgical, metallurgical, mining chemical, electrical & civil engineering including in particular the work of selling, erecting, installing operating, maintaining and repairing all types of plant machinery and equipment.
  18. To undertake and/or direct all types of construction and the maintenance of and to acquire by purchase, lease, exchange lease, exchange hire and otherwise lands, properties, buildings and estates of any tenure or any interest therein; to sell, lease, let, mortgage or otherwise dispose off the same and to purchase, construct and sell for sell or for any person free hold or lease hold lands, house properties, buildings, offices, factories, work shops, godowns, farm houses, farms and any kind of landed properties or any share/interest therein and to carry on the business of land and estate agents by commission or otherwise without commission.
  19. To carry on and undertake the business of trading, hire purchase, leasing and to finance lease operations of all kinds, purchasing, selling, hiring or letting on hire all kinds of items and machineries and equipments, selling, hiring or letting on hire all kinds of plants and machineries and equipments that the company may think fit and to assist in financing of all and every kind and description of hire purchase or deferred payment of similar transactions and to subsidise, finance or assist in subsidising or financing the sale and maintenance of any goods, articles or commodities of all and every kind and description upon any terms whatsoever and to purchase or otherwise deal in all forms of immovable and movable properties including land and buildings, plant and machineries, equipments, ships, otherwise deal with them in any manner whatsoever including resale thereof regardless of whether the property purchased and leased be new and/or used.
  20. To carry on business as producers, importers, exporters, buyers, sellers, manufacturers, stockists, agents and brokers of coal, charcoal, petroleum-coke, copper, iron ore, bauxite, kyanite, fire clay, china-clay, salt, sodium chlorides, calcium phosphate, nickel, beryllium, uranium, zinc, lead, asbestos, tin, alumina, mercury, silicon, sulphur, graphite, brass, aluminum, silicase and bentonite, quartz, dextrin, magnesite, colomite, ferro-alloys, cerium, manganese, mica, gypsum, garnet, emerald and other minerals and to act as metal foundries, manufacturers, agents and dealers of metals, sheets, wires, rods, Squares, plates, metal foil, pipes, tubes, ingots, billets, wire rod, beams, circles, angles, structures, coils, ferrous non ferrous metals, utensils, decorative and art materials.
  21. To carry on business as producers, manufacturers, processors, converters, refiners, bottlers, stockists, dealers, importers, exporters, traders, retailers, agents, buyers or sellers of oxygen, acetylene, ammonia, carbon dioxide, nitrogen, hydrogen, helium and other types and kinds of gases required for or used in industries, agriculture, clinics,

## MEMORANDUM OF ASSOCIATION

- hospitals, refrigeration, aviation, transport vehicles, spare rockets and crafts communication, objects and media, power plants, domestic or public lighting, heating, cooling or cooking purposes, lighters, plants and producing water, chemicals or fuels, pesticide, defence or welfare establishments, horticulture, forest or plant protection and growth and other allied purposes and to services, repair, manufacture, market or deal in machineries, plants, spars, cylinders, containers, gadgets, appliances and accessories required for, working on, using or producing any of such gases and products.
22. To carry on the business of taking/giving on hire and rent all classes and kinds of plates and machineries, lands and buildings and other properties.
23. To receive moneys, securities and valuables of all kinds on deposit at interest or for custody and generally to carry on business of a safe deposit company. However the company shall not carry any Banking business as defined under Banking Regulations Act, 1949.
24. To carry on the business of a finance company, lease finance company and to finance industrial enterprises and to promote companies engaged in industrial, manufacturing and trading business whether in India or out of India and subject to provisions of law, receive and give short term/long term loans with and/or without security and interest, and raise public deposits.
25. To sail/ship, maintain and operate shipping, air transport and road transport services and all ancillary services and for these purposes or as an independent undertaking to purchase, take in exchange, charter, hire, build, construct or otherwise acquire and to own, work, manage and trade with steam, sailing, motor and other ships, trawlers, duffers, tugs and vessels, aircrafts and other vehicles with all necessary and convenient equipments, engines, tackles, gears, furnitures and stores and to maintain, repair, fit out, refit, improve, insure, alter, sell, exchange or let out on hire or hire-purchase or charter or otherwise deal with and dispose off any of the ships, vessels, aircrafts and vehicles or any of the engines, tackles, gears, furnitures, equipments and stores.
26. To carry on the business of warehousing in all its aspects in India and elsewhere.
27. To act as trustees of any deeds constituting or securing any debentures, debentures, stock or other securities or obligations and to undertake and execute any other trusts and also to undertake the office of or exercise the powers of executor, administrator, receiver, custodian and trust corporation.
28. To carry on the business as manufacturers, manufacturers' representatives, dealers, retailers, whole sellers, repackers, factors, agents, consignors, consignees, shippers, distributors, stockists, buyers, sellers and indentors of all classes kinds types sizes nature and descriptions of safely equipments, made of whatever metal and/or substances by ray devices such as mechanical, engineering, electrical and electronic to safe guard, protect, preserve and maintain all sorts of assets, valuables, money, money worth machines, men and livestock.
29. To carry on the business of management consultants and for that purpose to take part in the formation, management, supervision, or control of the business or operations of any company or undertaking and to act as administrators, receivers and to appoint and remunerate any directors, administrators, managers or accountants or other experts or agents.

30. To carry on the business of manufacturers and suppliers of all possible kinds types, nature and descriptions of engineering goods including but without limiting the generality of the foregoing D.C. variable, speed drive controllers A.C., D.C. current couplings, meters, counters made of whatever metals and substances
31. To carry research and development work for industrial, agricultural and mineral productivity and methods of production, matters and problems relating to accountancy, business management, distribution, marketing and selling and collect, analyse, examine, prepare, formulate, publish, distribute and circulate data, statistics, reports, journals, books, magazines, newspapers, literatures and information relating to any type of business, trade, industry, sports, education, society cinema or real estates and to promote or propose such methods, procedures and measures as may be considered desirable or beneficial for all or any of the objects of the company and for extending, developing and/or improving any type of business, trade, estate, industry, commerce, organization, methods, techniques, technical know-how, patents, trademarks and procedures to consider and evaluate relating to administration, management, manufacture, production, storage, distribution, finance, marketing and sale and/or relating to the rendering of any service
32. To investigate, search, survey, prospect, explore, extract, drill, dig, raise, pump, produce, refine, purify, separate, treat, process, blend, store, transport, distribute, market, sell, pack and otherwise deal in mineral oils, whether on shore or off shore and their derivatives, bye-products, mixtures with gaseous, liquid or solid forms and fabricate, purchase, construct, take on lease/rent, erect, maintain machines, plants, equipment, carriages, structures, platform towers, (jackets) piles, decks, module frames and ancillary parts of complete off-shore and on-shore installation and pipe lines related to the above activities, to take on lease, purchase or otherwise acquire lands and other places, including off-shore areas which seem capable of affording a supply of natural gas, minerals oils for conducting above activities.
33. To carry on business as producers, distributors, importers, exporters, exhibitors and financiers of cinematograph films and manufactures, own, Acquire, provide, secure, arrange or deal in film and photographic, sound recording, lighting, appliances, instruments, equipments and machines and to construct, establish, own, hire or otherwise acquire and to manage, let out for rent, fee, monetary gain or otherwise studios, laboratories, theatres, building, halls, open air theaters, and other buildings or work required for the purpose of production, distribution or exhibition of the films, operas, stage plays, dances, operettas, burlesques, vaudeville, revues, ballets, pantomimes, spectacular pieces, promenade concerts, circus or other performances and entertainments and to act as dealers, importers, exporters of entertainment, instruments and records, cinema and film projectors and business and to acquire exclusive or limited rights to any play, story, script, musical song and lyric, book, article or any technique by producing, purchasing or otherwise acquiring and to use, Exercise, develop or exploit or turn to account such right for the business of the company and to act as agents for training, retaining, arranging and supplying artists, stars, directors, script or story writers, technicians, extras and other personnel required by the company or others to film, cinema or show business
34. To carry on business as manufacturers, producers, growers, fabricators, processors,

## MEMORANDUM OF ASSOCIATION

refiners, stockists, agents, importers, exporters, traders, wholesalers, retailers, distributors, concessionaries or dealers of drugs, medicines, spirits, mixtures, tonic, pigments, powder, tablets, pills, capsules, injections, compounds, mother tinctures, globules, creams, scents, soaps, lotions, shampoo, toilet goods and all kinds of pharmaceuticals, cosmetics and medical preparations required or used in homeopathic, allopathic, ayurvedic, unani or nature cure or any other medicines system or branch of medicines or as beauty aid or personal hygiene, whether for human, animal, birds, insect for whatever purpose, such as prevention, curation and nourishments.

35. To carry on all kinds of agency business and as buying and selling agents of all articles, things, commodities and products.
36. To carry on the business as consultants in marketing and survey for whatsoever material and projects for whomsoever.
37. To work mines or quarries and find, win, get, work, crush, smelt, manufactures or otherwise deal with chalk, clay, ores and generally to carry on the business of mining of all branches.
38. To own, Occupy, purchase, sell, deal in acquire, hold, hire, possess, exchange, lease, license, mortgage, improve, grow, develop, manage, control, land and to set up agriculture farms, agricultural houses, farm houses, orchards, gardens and to carry on the business as agriculturists, farmers, millers, gardeners, cultivators, planters, processors in connection with the agricultural and farming activities.
39. To carry on business of manufacturer's representatives, agents, traders, dealers, exporters, importers, factors, consigners and consignees of all kinds, types and sizes of articles goods, merchandise and commodities whether for domestic, commercial, industrial, agriculture and defence purpose/use in India or elsewhere.
40. To invest in and acquire and hold and otherwise deal in shares, stocks, debentures, debenture-stocks, bonds, obligations and securities issued or guaranteed by any company constituted or private industrial enterprises carrying on business in India or elsewhere and shares, debentures, debenturestocks, bonds, obligations and securities issued or guaranteed by any government, state, dominion, sovereign, public body or authority, supreme, municipal local or otherwise whether in India or elsewhere and to provide merchant banking services by acting as manager to public issue or brokerage, corporate and also to carry on the business of project financing, shares and securities, financing and to act as shares and stock brokers at any place in India in consultation with the rules and regulations of various stock exchanges in India including over the counter exchange of India (O.T.C.E.I) in accordance with the guidelines framed by securities and exchange board of India (SEBI) from time to time.

### **AND it is hereby declared that:**

- i. The objects incidental or ancillary to the attainment of the main objects of the company as aforesaid shall also be incidental or ancillary to the attainment of the other objects of the company here mentioned.
- ii. In the interpretation of this clause the powers conferred on the company by any paragraph shall not be subject to the provisions of section 13 of the act be restricted by reference to any other paragraph, or to the name of the company, or by the

#### MEMORANDUM OF ASSOCIATION

juxtaposition of two or more objects, and that in the event of ambiguity this clause and every paragraph hereof shall be construed in such way as to widen and not to restrict the powers of the company and

- iii. The word "Company" (save when used with reference to this company) in this memorandum shall be deemed to include any individual, any partnership or other body or association of persons, whether incorporated, domiciled in India or elsewhere. Provided that notwithstanding anything hereinabove contained, the company shall not carry on any business falling within the purview of the Banking Companies Act and the Insurance Act.
- IV. The liability of the members is limited.
- V. The Authorized Share Capital of the Company is Rs. 17,57,10,00,000 (Rupees One Thousand Seven Hundred Fifty Seven Crore Ten Lakh only) divided into 8,67,55,00,000 (Eight Hundred Sixty Seven Crore Fifty Five lakh only) Equity shares of Rs 2/- each 1,70,00,000 (One Crore Seventy Lakh only) 7.5% Redeemable Preference Shares of Rs 10/- each and 50,00,000 (Fifty lakh only) Preference shares of Rs 10/- each.

\*Amended pursuant to approval of postal ballot notice dated 03/11/2018 by Shareholders vide Special Resolution

MEMORANDUM OF ASSOCIATION

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

| Sl. No. | Names, Descriptions, Occupations and Addresses of each Subscriber   | Number of Equity Shares taken by each Subscriber             | Signatures of Subscribers | Name, Address, Description, Occupation and Signature of the Witness or witnesses   |
|---------|---|--|---------------------------|--|
| 1.      | <b>GSPC Gas Co. Ltd.</b><br>A public limited company acting through<br><b>Prajpu Paripare Gopala Sarma, CEO</b><br>authorized by Board Resolution.<br>Block No. 15, 3rd Floor, Udyog Bhawan,<br>Sector-11, Gandhinagar-380011, Gujarat<br>Bhavnar | 19940<br>(Forty Nine Thousand<br>Nine Hundred Forty<br>only) | Sd/                       |  |
| 2.      | <b>Ahmed Raza Khan</b><br>Son of M. A. Khan<br>(Nominee of GSPC Gas Co. Ltd.)<br>18/A7, GH Type Quarters, Sector-20,<br>Gandhinagar-380010, Gujarat<br>Service  | 10 (Ten only)  | Sd/                       | Sd/<br>Common witness to all   |
| 3.      | <b>Sandeep Dave</b><br>Son of Maheshchand Dave<br>(Nominee of GSPC Gas Co. Ltd.)<br>Flat No. 404C, Prachin Park, Sector 23<br>Gandhinagar-380021<br>Service   | 10 (Ten only)  | Sd/                       | <b>Manoj R. Herhal</b><br>Son of Dr. D. R. Herhal<br>Manoj Herhal & Associates,<br>306, Ashi Complex<br>Nr. Minshall Ex Road<br>Gandhinagar,<br>Ahmedabad-380003 |
| 4.      | <b>Manoj Seth</b><br>Son of Jagdishwar Seth<br>(Nominee of GSPC Gas Co. Ltd.)<br>101, Kalyan Bunglows, Nr. Anandima Aravind<br>Society, Hiral Ghuma Road, Ahmedabad-380059<br>Service   | 10 (Ten only)  | Sd/                       | Preciding Company Secretary<br>FCS - 486<br>CP - 274   |
| 5.      | <b>Praju Paripare Gopala Sarma</b><br>Son of Prajpu Paripare Krishna<br>(Nominee of GSPC Gas Co. Ltd.)<br>402, Satal Palam, Nr. Satal Pavesti<br>Prahadnagar, Ahmedabad-380015,<br>Service  | 10 (Ten only)  | Sd/                       |  |
| 6.      | <b>Bhavers Kailash Baboo Agarwal</b><br>Son of Kailash Baboo Agarwal<br>(Nominee of GSPC Gas Co. Ltd.)<br>Block, Sauri Enclave, Nr. Karamiya Bunglows,<br>Ramdev Nagar, Sector-16, Ahmedabad-380016,<br>Service                                   | 10 (Ten only)  | Sd/                       |  |
| 7.      | <b>Sanjay Suresh</b><br>Son of Subhad Chandra Suresh<br>(Nominee of GSPC Gas Co. Ltd.)<br>86, Sunrise Bunglows, Dh. Prast. Mill, Kudasar,<br>P.O. Inanda, Gandhinagar-380007,<br>Service  | 10 (Ten only)  | Sd/                       |  |
|         | <b>Total</b>  | 50000<br>(Fifty Thousand only)                               |                           |  |

Place - Gandhinagar

Dated this 10th day of February 2012

**THE COMPANIES ACT, 1956**  
**PUBLIC COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**GUJARAT GAS LIMITED**

**Table A to apply**

- 1 The regulations contained in Table A, in Schedule 1 to the Companies Act, 1956, shall apply to the Company except in so far as the same are expressly or impliedly excluded or inapplicable to the Company by the regulations contained herein or by any special resolution of the Company or otherwise.

**Express exclusion and modifications**

- 2 (a) Regulations No.1(2), 64, 65, 66 and 80 shall not apply to the Company.  
(b) Regulation No. 16 shall apply with the substitution of the word 'eighteen' for the word 'five' in sub-clause(i).  
(c) Regulation No. 18 shall apply with the substitution of the word 'twelve' for the word 'six' in sub-clause (b).
- 3 The exemptions available to a Government Company from the provisions of the Companies Act, 1956 and any other law(s) as in force shall be available to the Company as and when it becomes a Government Company.

**SHARES**

**Authorized Share Capital**

- 4 The Authorized Share Capital of the Company is Rs.17,57,10,00,000 (Rupees One Thousand Seven Hundred Fifty Seven Crore Ten Lakh) only) divided into 8,67,55,00,000 (Eight Hundred Sixty Seven Crore Fifty Five lakh only) Equity shares of Rs.2/- each, 1,70,00,000 (One Crore Seventy Lakh only) 7.5% Redeemable Preference Shares of Rs. 10/- each and 50,00,000 (Fifty lakh only) Preference shares of Rs.10/- each.

\*Amended pursuant to approval of postal ballot notice dated 03/11/2018 by Shareholders vide Special Resolution

## ARTICLES OF ASSOCIATION

### 4 A Consolidation, Division, Sub-division and Cancellation of Shares

Subject to provisions of Section 63 of the Companies Act, 2013, the Company, in General Meeting may from time to time, by passing necessary resolution, alter the conditions of its Memorandum of Association as follows:

- (a) Consolidate and divide all or any of its capital into shares of larger amount than its existing shares;
- (b) Sub-divide its shares, or any of them into shares of smaller amount than is fixed by the Memorandum (so, however, that the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of share from which the reduced share is derived);
- (c) Cancel any shares which, at the date of the passing of the resolution have not been taken by any person and diminish the amount of its share capital by the amount of the shares so concerned. A cancellation of shares in pursuance of this sub clause shall not be deemed to be reduction of share capital within the meaning of the Companies Act, 2013.

Whenever the Company shall do any or more of the things provided for in the foregoing sub clauses (a), (b) and (c) the Company shall within 30 days thereafter give notice thereof to the Registrar as required by Section 64 of the Companies Act, 2013 specifying as the case may be, the shares consolidated, divided, subdivided or cancelled.

\*Issued pursuant to approval of postal ballot notice dated 03/11/2018 by Shareholders (see Special Resolution)

- 5 The company may in accordance with the provisions of Section 203 of the Companies Act, 1956, pay interest on its debts;
- 6 Notwithstanding anything contained in these Articles, but subject to provisions of Section 77A and 77B of the Act, the company may buy back its own shares or other specified securities in accordance with the rules prescribed by the Central Government and/or by Securities and Exchange Board of India in the matter;
- 7 The Company may, in pursuance of a resolution passed under sub-section (1 A) of section 81 of the Companies Act, 1956 and in accordance with the United Public Companies (Preferential Allotment) Rules, 2001 and other applicable provisions of the Companies Act, 1956, issue Shares on preferential basis and/or through private placement.
- 8 The Company may, in pursuance of a resolution passed under sub-section (1 A) of section 81 of the Companies Act, 1956 and in accordance with the Companies (Issue of Share Capital with differential voting rights) Rules, 2001 and other applicable provisions of the Companies Act, 1956, issue Equity shares with differential rights as to voting, dividend or otherwise.

### Shares at the disposal of the Directors

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

### Payment in anticipation of call may carry interest

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

**Allotment otherwise than cash**

11. Subject to the provision of the Act and these Articles, the Board may allot and issue shares in the capital of the company otherwise than cash including, without limitation, as payment or part payment for the property sold or goods transferred or machinery supplied or for services rendered to the company or as sweat equity or otherwise and any shares which may be so allotted may be issued as fully paid up or partly paid up and if so issued shall be deemed to be fully paid up shares or partly paid up shares.

**Payment of installments**

12. If, by the conditions of allotment of any share, the whole or part of the amount of issue price thereof shall be payable by installment, 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 shares.

**Dematerialization of Shares**

13. The provisions of this Article shall apply notwithstanding anything to the contrary contained in any other Article:-
- a) The Company shall be entitled to dematerialize securities and to offer securities in a dematerialized form pursuant to the Depositories Act, 1996.
  - b) Every holder of or subscriber to securities of the Company shall have the option to receive certificates for such securities or to hold the securities with a Depository. Such a person who is the beneficial owner of the securities can at any time opt out of a Depository, if permitted by law, in respect of any securities in the manner provided by the Depositories Act, 1996 and the Company shall, in the matter and within the time prescribed, issue to the beneficial owner the required certificates for the securities. If a person opts to hold his securities with the Depository, the Company shall intimate such Depository the details of allotment of the securities, and on receipt of the information, the Depository shall enter in its record the name of allottee as the beneficial owner of the securities.
  - c) All securities held by a Depository shall be dematerialized and be in fungible form.
  - d) (i) Notwithstanding anything to the contrary contained in the Companies Act or these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of securities of the Company on behalf of the beneficial owner.
    - (ii) Save as requires by Applicable Law, the Depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.
    - (iii) Every Person holding securities of the Company and whose name is entered as the beneficial owner of securities in the record of the Depository shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of the securities which are held by a Depository and shall be deemed to be a Member of the Company.
  - e) Notwithstanding anything contained in the Companies Act or these Articles to the contrary, where securities of the Company are held in a Depository, the records of the

#### ARTICLES OF ASSOCIATION

beneficiary ownership may be served by such Depository on the Company by means of electronic mode or by delivery of floppies or discs.

- f) Nothing contained in section 108 of the Companies Act or these Articles, shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a Depository.
- g) Notwithstanding anything contained in the Companies Act or these Articles, where securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such securities.
- n) Nothing contained in the Companies Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a Depository.
- o) The register of Members and Index of beneficial owners maintained by a Depository under the Depositories Act, 1996 shall be deemed to be the register and Index of Members and security holders for the purposes of these Articles.

#### Joint Holders

14. The Company shall be entitled to decline to register more than three persons as the joint holders of any shares.

#### All calls to be paid

15. No shareholder shall be entitled to receive any dividend or exercise any privilege as a shareholder until he shall have paid all calls for the time being, due and payable on every share held by him, whether alone or jointly with any person, together with interest and expenses, if any.

There shall be no forfeiture of unclaimed dividends before the claim becomes barred by law.

#### LIEN

#### Company's lien on shares/Debentures

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

#### Directors may refuse to register transfer

17. Subject to the provisions of Section 111A of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse whether in pursuance of any power of the company or law of the right to, any shares of

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

A common form of transfer shall be used.

19. Nothing in Section 108, 109 and 110 of the Act shall prejudice this power to refuse to register the transfer of or the transmission by operation of, law of the right to any shares or interest of a member in a share or debentures of the Company.

#### SURRENDER OF SHARES

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

#### BORROWING POWER

20. Subject to the provisions of Sections 58A, 292 and 293 of the Act and these Articles the Board of Directors may, from time to time at its discretion by a resolution passed at a meeting of the Board, borrow, accept, deposits from members either in advance of calls or otherwise and generally raise or borrow or secure the payment of any such sum or sums of money from the purpose of the company from any source, PROVIDED THAT, where the moneys to be borrowed together with the moneys already borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceeds the aggregate of the paid up capital of the Company and its free reserves (not being reserves set apart for any specific purpose) the Board of Directors shall not borrow such money without the sanction of the company in general meeting. No debt incurred by the company in excess of the limit imposed by this article shall be valid or effectual unless the lender proves that he advanced the loan in good faith and without knowledge that the limit imposed by this Article had been exceeded.
21. The payment or repayment of moneys borrowed as aforesaid may be secured in any manner and upon such terms, and conditions in all respects as the Board of Directors may think fit and in particular in pursuance of a resolution passed at a meeting of the Board (and not by Circular Resolution) by the issue of bonds, debenture and debenture stocks and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

#### DIRECTORS

##### Number of Directors

22. (a) Unless otherwise determined in a general meeting of the Company and subject to the provisions of Section 252 and other relevant provisions of the Act, the number of Directors of the Company shall not be less than 3 not more than 12, at least two thirds of whom shall be liable to retire by rotation.

## ARTICLE 2 OF ASSOCIATION

(b) The following persons shall be the first Directors of the Company:

1. **Shri Tapan Ray, IAS**
2. **Shri N Bose Babu**
3. **Shri Ravindra Agrawal**

### Chairman

23. So long as the Government of Gujarat and/or GSPC Gas Limited and/or their respective nominees are holding not less than 26 percent of shares in the equity share capital of the company either directly or indirectly, the chairman of the Board of Directors shall be nominated/appointed by the Government of Gujarat and/or GSPC Gas Limited and/or their respective nominees, from time to time.

### Government Directors

24. Subject to the provisions of the Act and the Articles of Association so long as Government of Gujarat and/or GSPC Gas Limited and/or their respective nominees are holding not less than 26 per cent of shares in the equity share capital of the Company either directly or indirectly, the Government of Gujarat and/or GSPC Gas Limited, shall be entitled to nominate and appoint upto one-third of the Directors (including the Chairman of the Board of Directors) (who are herein referred to as "Government Directors") on the Board of Directors of the Company, who shall be permanent Directors. Each such Director shall not be liable to retire by rotation or be removed by the Company. Each such Director shall hold office until he is either removed from the office or another is nominated and appointed in his place by the Govt. of Gujarat and/or GSPC Gas Limited and/or their respective nominees, or until he vacates the office by resignation or otherwise. The remaining Directors shall be appointed as per the provisions of the Act and these Articles.

### Debenture Directors

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

### Corporation Directors

26. Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the company to the Industrial Development Bank of India (IDBI), Industrial Finance Corporation of India (IFCI), LIC, SIDBI, IRB, The Industrial Credit and Investment Corporation of India Limited (ICICI), General Insurance Corporation of India and other institution and / or any one or more of its subsidiaries viz. The New India Assurance Co. Ltd. (NIA), National Insurance Co. Ltd., (NIC), The Oriental Fire and General Insurance Co. Ltd., (OFI) and The United India Fire and General Insurance Co. Ltd. (UIFI) (hereinafter

collectively referred to as GIC and its subsidiaries), Unit Trust of India (UTI) IIRB, SIDBI or (to any other Finance Corporation or Credit Corporation or to any other Financing Company or Body out of any loans granted by them to the Company or so long as IDBI, IFCI, ICICI, UTI, GIC, NIA, NIC, OFG & UFG or any other Financing Corporation or Credit Corporation or any other Financing Company or Body is (hereinafter in this Article referred to as "the Corporation") continue to hold debentures in the Company by direct subscription or private placement, or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of any guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time, any person or persons as a non-whole time Director or Directors, (which Director or Directors is / are hereinafter referred to as "Nominee Director/s") on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their steads.

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

The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or so long as the Corporation holds Debentures in the Company as a result of direct subscription or private placement or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or the liability of the Company arising out of any Guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office immediately the moneys owing by the Company to the Corporation is paid off or on the Corporation ceasing to hold Debentures / shares in the Company or on the satisfaction of the liability of the Company arising out of any Guarantee furnished by the Corporation. The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and / or the Meetings of the Committee of which the Nominee Director/s is / are members as also the minutes of such meetings. The Corporation shall also be entitled to receive all such notices and minutes.

The Company shall pay to the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled, but if any other fees, commission monies or remuneration in any form is payable to the Directors of the Company, the fees, commission monies and remuneration in relation to such Nominee Director/s shall accrue to the Corporation and same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation of such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Corporation or as the case may be to such Nominee Director/s.

PROVIDED THAT if any such Nominee Director/s is an Officer of the Corporation the sitting fees, in relation to such Nominee Director/s shall also accrue to the Corporation.

## ARTICLES OF ASSOCIATION

and the same shall accordingly be paid by the Company directly to the Corporation.  
PROVIDED FURTHER that if such Nominee Directors is an officer of the Reserve Bank of India, the sitting fees in relation to such Nominee Director/s shall also accrue to IDBI and the same shall accordingly be paid by the Company directly to IDBI.

### Special Directors

27. In connection with any collaboration arrangement with any Company or Corporation or any firm or person for supply of technical know-how and / or machinery or technical advice the Directors may authorise such Company, Corporation, firm or person hereinafter in the clause referred to as "Collaborator" to appoint from time to time any person as a Director of the Company (hereinafter referred to as "Special Director") and may agree that such Special Director shall not be liable to retire by rotation so however that such Special Director shall hold office so long as such collaboration arrangement remains in force.

The collaborator may at any time and from time to time remove such Special Director appointed by it and may at any time after such removal and also in the case of death or resignation of the person so appointed, at any time appoint any other Person as Special Director in his place and such appointment or removal shall be made in writing signed by the collaborator or his its authorised representative and shall be delivered to the Company at its registered office. It is clarified that every collaborator entitled to appoint a Director under this Article may appoint one such person as a Director so that if more than one collaborator is so entitled there may be at any time as many Special Directors as the number of Collaborators eligible to make the appointment.

### SHAREHOLDERS RIGHT TO APPOINT / NOMINATE DIRECTOR

28. The Shareholders of the Company holding not less than 25% of the paid up share capital of the Company shall have a right to appoint / nominate atleast one director on the Board of the Company.

### Limit on number of non-rotational Directors

29. The provisions of Articles are subject to the provisions of Section 256 of the Act and the number of such Directors appointed under Articles excluding the Directors appointed by financial institutions for which special provisions have been made in the respective laws relating to such institutions shall not exceed in the aggregate one third of the total number of Directors for the time being in office. The remaining Directors shall be appointed by the Company in General Meeting. The provisions of this article shall not apply so long as the Company remains a wholly owned Government Company in which case Government of Gujarat shall have right to appoint / nominate / retire the Director/s of the Company from time to time and at any time.

### Appointment of alternate Director

30. The Board may appoint an Alternate Director to act for a Director (hereinafter called "The Original Director") during absence of the original Director from the State of Gujarat for a period of not less than 3 months. Every such Alternate Director shall subject to his giving to the Company an address in India at which notice may be served on him, be entitled to notice of meeting of Directors and to attend and vote as a Director and be counted for the purpose of a quorum and generally at such meeting to have and exercise all the powers

and duties and authorities of the original Director. The Alternate Director appointed under this article shall vacate office as and when the original Director returns to the State of Gujarat. If the term of office of the original Director is determined before he returns to the State of Gujarat any provision in the Act or in these Article for the automatic re-appointment of retiring Director in default of another appointment shall apply to the original Director and not to the Alternate Director.

#### **Director may fill vacancies**

31. The Directors shall have power at any time and from time to time to appoint any qualified person to be a Director to fill a casual vacancy. Such casual vacancy shall be filled by the Board of Directors at a meeting of the Board. Any person so appointed shall retain his office only upto the date upto which the Director in whose place he is appointed would have held office, if it had not been vacated as aforesaid but he shall then be eligible for re-election.

#### **Share qualification of Directors**

32. A Director shall not be required to hold any qualification shares.

#### **Remuneration of Directors**

33. Every Director shall be paid out of the funds of the Company such sum as the Directors may from time to time determine for attending every meeting of the Board or any committee of the Board, subject to the ceiling prescribed under the Act. The Directors shall also be paid travelling and other expenses for attending and returning from meeting of the Board and any other expenses properly incurred by them in connection with the business of the Company.

#### **Extra remuneration to Directors for special work**

34. Subject to the provisions of Sections 198, 309, 310, 314 and other applicable provisions, if any of the Act, if any Director being willing shall be called upon to perform extra services (which expression shall include work done by a Director as a member, of any Committee formed by the Directors or in relation to signing share certificates) or to make special exertion in going or residing out of his usual place of residence or otherwise for any of the purposes of the Company, the Company shall remunerate the Director so doing either by a fixed sum or otherwise as may be determined by the Directors, and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided.

#### **Travelling or other expenses incurred by Directors on Company's business**

35. The Board of Directors may subject to the limitations provided by the Act allow and pay to any Director who attends a meeting at a place other than his usual place of residence for the purpose of attending a meeting, such sum as the Board may consider fair compensation for travelling, hotel and other incidental expenses properly incurred by him, in addition to his fee for attending such meeting as above specified.

#### **Resignation of Directors**

36. A Director other than Managerial person may at any time give a notice in writing of his wish to resign by delivering such notice to the Secretary or leaving the same at the registered office of the Company, and there upon his office shall be vacated.

## ARTICLES OF ASSOCIATION

### Directors may contract with Company

37. Subject to compliance with the provisions of Sections 297, 299, 300, 314 and other applicable provisions: if any of the Act and save as therein provided no Director shall be disqualified from his office by reason of his holding any office or place of profit under the Company or under any Company in which the Company shall be a shareholder or otherwise interested, or from contracting with the Company either as vendor, purchaser, agent, broker or otherwise, nor shall any such contract or any arrangement entered into by or on behalf of the Company in which any Director shall be in anyway interested be avoided, nor shall any Director be liable to account to the Company for profit arising from any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established.

### Directors may be Director of Companies promoted by the Company

38. A Director may be or become a Director of any Company promoted by the Company in which it may be interested as a Vendor, shareholder, or otherwise and no such Director shall be accountable for any benefits received as Director or shareholder of such Company except in so far as Section 174 of the Act may be applicable.

### Eligibility for re-election

39. A retiring Director shall be eligible for re-election.

### Company to fill vacancies

40. Subject to Sections 258 and 264 of the Act, the Company at the general meeting at which a Director retires in manner aforesaid may fill up the vacancy by appointing the retiring Director or some other person thereto.

### Company may increase or reduce the number of Directors or remove any Directors

41. Subject to the provisions of sections 252, 255 and 259 of the Act, the company may by ordinary resolution from time to time increase or reduce the number of Directors and may prescribe or alter their qualification.

### Appointment of Managing Director

42. The Board may from time to time appoint any one or more Directors to be the Managing Director/Whole time Director of the Company on such remuneration and terms and conditions as the Board may think fit, and for a fixed term or without any limitation as to the period for which he is to hold such office and from time to time (subject to the provisions of any contract between him and Company) remove or dismiss him from office and appoint another in his place.

### Retirement of Managing / Whole time Directors

43. Subject to the provisions of the Act and these Articles, the Managing Director or the whole time Director shall not while he continues to hold that office be subject to retirement by rotation but he shall subject to the provisions of any contract between him and the Company, be subject to the other Directors of the company and he shall ipso facto and immediately cease to be a Managing Director or whole time Director if he ceases to hold the office of Director due to any cause provided that if at any time the number of Directors (including Managing Director or whole time Director) as are not subject to retirement by rotation shall

exceed 1/3 of the total number of the Directors for the time being then such of the Mng. Directors or whole time Directors or two or more of them as the Directors may from time to time determine shall be liable to retirement by rotation in accordance with the Articles to the extent that the number of Directors not liable to retirement by rotation shall not exceed one third of the total number of Directors for the time being.

#### **Remuneration etc of Managing Director**

44. Managing Director/Whole time Director shall, in addition to the remuneration payable to him as a Director of the Company as ailing fee, receive such remuneration as may be sanctioned by the Board from time to time and such remuneration may be fixed by way of salary or commission or participation in profit, or perquisites and benefits or by some or all of these modes.

#### **Powers and duties of Managing and / or whole time Directors**

45. Subject to the superintendence, control and direction of the Board the day to day management of the company shall be in the hands of the Managing Director(s) and / or whole time Director(s) if any, with power to the Board to distribute such day to day management functions among such Director(s) in any manner as deemed fit by the Board and subject to the provisions of the Act and these Articles the Board may by resolution vest any such Managing Directors or Managing Directors or whole time Directors such of the power vested in the Board generally as it thinks fit) and such powers may be made exercisable for such period or periods and upon such conditions and subject to such restrictions as it may determine and they may subject to the provisions of the Act and these Articles confer such power either collaterally with or to the exclusion of or in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

#### **Powers of Board meeting**

46. A meeting of the Board of Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion which by or under the Act or these articles or the regulations for the time being of the Company are vested in or are exercisable by the Board of Directors generally.

#### **Directors may appoint committees**

47. The Board of Directors may subject to the provisions of Section 292 and other relevant provisions of Act and of these Articles appoint committees of the Board and delegate any of the powers other than the powers to make calls and to issue debentures to such committee or committees of the Board either wholly or in part and either as to the persons or purposes; but every committee of the Board so formed shall in exercise of the powers so delegated conform to any regulation that may from time to time be imposed on it by the Board of Directors. All acts done by any such committee of the Board 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.

#### **Meeting of the Committee how to be governed**

48. The meetings and proceedings of any such committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings

## ARTICLES OF ASSOCIATION

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 article.

### Remuneration of members of the committee

48. Subject to provisions of Act, the Directors may from time to time fix the remuneration to be paid to any members or members of their body consisting of a Committee appointed by the Board and may pay the same.

### Act of Board or Committee valid notwithstanding defective appointment

49. All acts, done by any meeting of the Board or by a Committee of the Board or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of one or more of such Directors or any person acting as aforesaid or that they or any of them were disqualified or had vacated office or that the appointment of any of them is deemed to be terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed and was qualified to be a Director. Provided that nothing in this Article shall be deemed to give validity to any act done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.

## POWERS OF THE BOARD

50. The business of the Company shall be managed by the Board who may exercise all such powers of the company and do all such acts and things as are not by the Act, or any other Act or by the Memorandum or by the Articles of company required to be exercised by the company in general meeting, subject nevertheless to these Articles and to the provisions of the Act, or any other Act and to such regulations (being not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the company in general meeting but no regulations made by the company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

### Right of Government of Gujarat

51. In case the Company becomes a Government Company, the Government of Gujarat may from time to time, issue such directions or instructions as it may consider necessary in regard to the finance and business affairs of the Company, and in like manner may vary and amend any such directions or instructions. The Company and its Directors shall duly comply with and give immediate effect to the directions or instructions so issued.

## THE SEAL

### The Seal, its custody and use

52. (1) The Board of 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 Board shall provide for the safe custody of the Seal for the time being, under such regulations as the Board may prescribe.
- (2) The Seal shall not be affixed to any instrument except by the authority of the Board of Directors or a Committee of the Board previously given and in the presence of at least one Director of the Company and the Secretary of the Company or such other person

as the Board may appoint in that behalf who both shall sign every instrument to which the seal is affixed. Provided that the certificates of shares or debentures shall be sealed in the manner and in conformity with the provisions of the Companies (Issue of Share Certificates) Rules, 1956, and their statutory modifications for the time being in force.

#### Secrecy Clause

84. Every Director, Manager, Auditor, Treasurer, Trustee, Member of a Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the Company shall, if so required, by the Directors before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individual and in matters thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any other provisions in these presents contained.

#### Directors' and others' right to indemnity

85. Subject to the provisions of Section 201 of the Act, the Managing Director and every Director of the Company and every employee of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses (including travelling expenses) which such Managing Director, Director, Manager, Secretary and other 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 and the amount for which such indemnity is provided, shall immediately attach as a lien on the property of the Company and have priority between the members over all other claims.

#### WINDING UP

86. If the Company shall be wound up and the assets available for distributing 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 the proportion to the capital paid up or which ought to have been paid up at the commencement of winding up, on the shares held by them respectively and if in the winding up, the assets available for distribution among the members shall be more than sufficient to repay the whole of capital and up at the commencement of the winding up, the excess shall be distributed amongst members in proportion to the capital at the commencement of the winding up, paid 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 share issued upon special terms and conditions.
87. (a) If the Company shall be wound up, whether voluntarily or otherwise, the liquidator may, with the sanction of a special resolution, divide amongst the contributors 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 trust for the benefit of the Contributors or any of them as the Liquidator, with the like sanction, shall think fit.

## ARTICLES OF ASSOCIATION

- (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 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 the contributors, shall be determined on any contributory who would be prejudicial thereby shall have a 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 special resolution by notice in writing direct the liquidator to sell his proportion and pay him the net proceeds and the liquidator shall, if practicable, act accordingly.

### **Right of Shareholder in case of sale**

- 58 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 Liquidator be distributed against 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 right conferred by the said sanction.

### **General authority:**

60. Wherever in the Companies Act, 1956 it has been provided that the Company shall have any right, privilege or authority or that Company cannot carry out any transaction unless the Company is so authorized by its Articles then in that case, Articles hereby authorize and empower the Company to have such rights, privileges or Authority and to carry out such transaction as have been permitted by the Companies Act, 1956.

ARTICLES OF ASSOCIATION

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of these Articles of Association.

| Sr. No. | Names, Descriptions, Occupations and Addresses of eachSubscribers   | Signatures of Subscribers | Name, Address, Description, Occupation and Signature of the Witness or witnesses   |
|---------|---|---------------------------|--|
| 1.      | <b>GSPC Gas Co. Ltd.</b><br>A public limited company acting through<br><b>Palepu Paratpara Gopala Sarma, CEO</b><br>authorised by Board Resolution<br>Block No. 15, 3rd Floor, Udyog Bhavan,<br>Sector-11, Gandhinagar-382011, Gujarat.<br>Business | Sd                        |  |
| 2.      | <b>Ahmed Raza Khan</b><br>Son of M. A. Khan<br>(Nominee of GSPC Gas Co. Ltd.)<br>189-A/3, CHH Type Quarters, Sector 30,<br>Gandhinagar-382030, Gujarat<br>Service   | Sd                        |  |
| 3.      | <b>Sandeep Dave</b><br>Son of Vishnuprasad Dave<br>(Nominee of GSPC Gas Co. Ltd.)<br>Plot No. 666/2, Panchvati Park, Sector 23,<br>Gandhinagar-382023<br>Service  | Sd                        | Sd<br>Common witness to all<br><b>Manoj R. Hurkat</b><br>Son of Shri R. R. Hurkat<br>Manoj Hurkat & Associates<br>306, Arth Complex,<br>Nr. Mithakhali Six Road,<br>Navrangpura,<br>Ahmedabad-380009 |
| 4.      | <b>Manish Seth</b><br>Son of Jugalkishore Seth<br>(Nominee of GSPC Gas Co. Ltd.)<br>181, Vibhusha Bungalows, Nr. Anuradha Aradhna<br>Society, Bopal Ghuma Road, Ahmedabad-380058.<br>Service  | Sd                        |  |
| 5.      | <b>Palepu Paratpara Gopala Sarma</b><br>Son of Palepu Radha Krishna<br>(Nominee of GSPC Gas Co. Ltd.)<br>402, Safal Palam, Nr. Safal Parvesh,<br>Prahladnagar, Ahmedabad-380015.<br>Service   | Sd                        | Practising Company Secretary<br>FCS - 4287<br>CP - 2574  |
| 6.      | <b>Ravindra Kailash Baboo Agarwal</b><br>Son of Kailash Baboo Agarwal<br>(Nominee of GSPC Gas Co. Ltd.)<br>B-302, Sukirti Enclave, Nr. Kaushalya Bungalows,<br>Ramdev Nagar, Satellite, Ahmedabad-380015.<br>Service                                | Sd                        |  |
| 7.      | <b>Sanjay Sengupta</b><br>Son of Subhod Chandra Sengupta<br>(Nominee of GSPC Gas Co. Ltd.)<br>26, Sunrise Bungalows, B/h. Pratik Mall, Kudasan,<br>P.O. Indroda, Gandhinagar-382007.<br>Service   | Sd                        |  |

Place : Gandhinagar

Dated this 10th day of February 2012

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**THE COMPANIES ACT, 2013**

**TABLE -A**

**MEMORANDUM OF ASSOCIATION OF  
GSPL TRANSMISSION LIMITED**

**(a Company Limited by Shares)**

**I. The name of the company is "GSPL TRANSMISSION LIMITED"**

**II. The registered office of the company will be situated in the State of Gujarat.**

**III. (a) The objects to be pursued by the company on its incorporation are:—:**

1. To prospect, explore, develop, drill, produce, acquire, store, process, refine liquefy, regasify, transport, transmit, distribute, supply, sell, market, import, export, natural gas (NG), liquefied natural gas (LNG), compressed natural gas (CNG), and other forms of natural gas, hydrocarbons, associated substance, oil and other related liquid or gaseous substances and to set-up, participate in setting-up of ports, import terminals and facilities for receiving, storing, transporting, distributing, supplying, through vessels, tankers, pipelines or any other mode of transportation and regassification, compression, other related processing plants for natural gas, LNG, CNG or other gaseous or liquid hydrocarbons and to carry on the above business in India or abroad. To lay, design, develop, construct, fabricate, install and maintain gas

processing/liquefaction/ regasification plants, metering station/ compressing facility, distribution centres, installation including gas terminals, gas storages, machinery apparatus, pipes, valves, fittings, meters and allied accessories necessary and useful for transportation, distribution, storage of gas in any form or other materials as mentioned in above.

2. To generate, accumulate, transmit, distribute, purchase, sell and supply electricity power or any other energy from the conventional/non conventional (e.g. fuel / electricity / hydro / thermal / wind /solar /tidal /bio mass etc.) energy sources for captive use or on a commercial basis to consumers and others or to any State Electricity Board and agency/agencies in the line of activity of energy generation, transmission and distribution and to construct, lay down, establish, acquire, operate and maintain power/energy generating stations, including building, structures, works, machineries, equipment, cables and to undertake or to carry on the business of managing, owing, controlling, erecting, commissioning, operating, running leasing or transferring to third person/s power plants and plants based on conventional or non-conventional energy sources.

3. To act as technical advisors, consultants for undertaking pre-feasibility /market survey, techno economic feasibility reports, detailed project reports, basic know how, design, detailed, engineering including engineering procurement, construction, testing, revamping, design, development, fabrication, installation, maintaining gas processing/liquefaction/regasification plants, distribution centres, gas

terminals, gas storages / power plants and plants based on conventional or non-conventional energy sources.

4. To encourage public and private partnership in setting up and operating pipeline projects.

**(b) Matters which are necessary for furtherance of the objects specified in clause III (a) are:—**

1. To acquire real or leasehold estate and to purchase, lease or otherwise acquire or provide in any place in which any part of the business of the company may from time to time be carried on, all such offices, warehouses, workshops, buildings, houses for employees and Directors, Machineries, Engines, plant and appliances as may be considered requisite for the purpose of carrying on the business of the Company or any part thereof.
2. To form, constitute, float, lend, money to assist and control similar associations or undertakings whatsoever.
3. To promote, subsidise and assist companies, syndicates and partnerships of all kind in any manner as may be thought fit in connection with any of the above objects of the company.
4. To hold, use, work, manage, improve, carry on, develop the undertaking, lands and movable estate or property, and assets of any kind of the company or any part thereof.
5. To dispose of any property of the Company either absolutely or conditionally and in such manner and upon such terms and conditions

in all respects as may be thought fit and to accept payment or satisfaction for the same in cash or otherwise.

6. To subscribe for, take or otherwise acquire and hold shares, stocks debentures or other securities of any other company having objects altogether or in part similar to those of the company or carrying on any business capable of being conducted so as directly to benefit of the company.
7. To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national, public, or any other useful institutions in their objects or purposes or for any exhibitions but not for political objects.
8. To establish and maintain or procure the establishment and maintenance of any contributory or non- contributory pension or superannuation fund for the benefit of and give or procure the giving of donation, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any Company which is a subsidiary of the Company or is allied to or associated with the company or with any such subsidiary company or who are/were at any director or officers of the company or of any such other company as aforesaid and the wives, widows, families and dependents of any such persons and also to establish and subsidise and subscribe to any institutions, associations, club or funds calculated to be for the benefit of or to advance the interest and wellbeing of the Company or of any such other company as aforesaid and make payment to or towards the insurance of any such

persons as aforesaid and to any matters aforesaid either alone or in conjunction with any such other company as aforesaid.

9. To provide for the welfare of Directors, employees, or ex- employees of the Company and the wives, widows and families of the dependents or connections of such persons by building or contributing for the building, houses, dwelling or quarters, or by grants of money, pensions, gratuities, allowance, bonus, profit sharing bonus or benefits or other payments or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds profit sharing or other scheme or trust and by providing or subscribing, or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendants and other assistances as the Company shall think fit.
10. To establish, provide, maintain and conduct or otherwise subscribe, research, laboratories and experimental workshop for scientific and technical research and experiments and undertake and carry on with all scientific and technical research experiments and tests of all kinds and to promote studies and research both scientific and technical investigation and invention by providing subsidizing or assisting laboratories workshops, libraries, lectures, meeting and conferences and by providing the remunerations of scientific or technical professor or teachers and by providing for the award or exhibition scholarship prizes and grants to students or otherwise and generally to encourage promote and reward studies, researches, investigation, experiment,

tests and invention of any kind that may be considered likely to assist any of the business which the Company is authorised to carry on.

11. To appoint any Directors or Managers of any subsidiary company or of any other company in which this Company is or may be interested.
12. To aid pecuniary or otherwise, any association, body or movement having similar object, the solution, settlement or labour problems or the portion of industry or trade.
13. To acquire and undertake all or any part of the business property and liabilities of any person, company carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purpose of the Company which can be capable of being conducted so as directly to benefit the Company and to subsidise or assist any such persons or company financially or otherwise.
14. To vest any movable or immovable property rights or interests acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
15. 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 dealing with Company and to guarantee the performance of the contract or obligation and the payment of money to any such person or companies and generally to give guarantee and indemnities.

16. To guarantee the payment of money secured or unsecured by or payable under in respect of promissory notes, bonds, debentures, debenture-stock, contracts, mortgages charges, obligations, instruments of any person whatsoever, whether incorporated or not and generally to guarantee or become surety for the performance of any contracts or obligations.
17. To undertake and execute any trust, the undertaking of which may seem to the Company desirable either gratuitously or otherwise.
18. To carry in business or branch of a business which this Company is authorised to carry on by means or through the agency of any subsidiary or other companies and to enter into any arrangement with such subsidiary Company for taking the profits and bearing the loss at any business or branch so carried on, or for financing any such business or branch so guaranteeing its liabilities or to make any other arrangements which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily to close any such branch or business.
19. To pay all preliminary expenses of any Company promoted by the Company or any Company in which this Company is or may contemplate being interested including in such preliminary expenses all or any part of the cost and expenses of owners of any business or property acquired by the Company.
20. To procure the incorporation, registration or other recognition of the Company in any country, state or place outside India and to establish

and maintain local registers and branches/places of business in any part of the world subject to law in force.

21. To create any depreciation fund, reserve fund, sinking fund, insurance fund, educational fund or any other special fund or reserves whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company or redemption of debentures or redeemable preference shares or for any other purposes conducive to the interest of the company.
22. Subject to the provisions of the Companies Act 2013, to place, to reserve or to distribute as dividends or bonus share among the members or otherwise to apply any money received by way of premium on shares or debentures issued at a premium by the Company and any money received in respect of dividends accrued on or arising from sale of forfeited shares.
23. To establish, promote or concur in establishing or promoting any Company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly, calculated to benefit the Company and to place or guarantee the placing of subscribed for or otherwise acquired all or any part of the shares business capable of being conducted so as directly or indirectly to benefit the Company.
24. To pay out the funds of the company all costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and the issue of the capital including any undertaking or other commissions, broker's fees and charges in

connection therewith and to remuneration ( by cash or other assets or by the allotment of fully or partly paid shares) or by a call or option on shares, debentures or debenture stocks or securities of this or any other company or in any other manner whether out of the Company's capital or profits or otherwise to any person or persons for services rendered in introducing any property or business to the Company, in placing or assisting to place or guaranteeing the subscription of any shares, debentures or debenture stocks or other securities of the Company as the directors may think proper.

25. To draw, make, accept, endorse, discount, issue, negotiate, assign or otherwise deal with cheques, drafts, bills of exchange, promissory notes, hundis, debentures, bonds, bills of lading, railway receipts, warrants, and all other negotiable and transferable instruments.
26. To insure with any other Company or person against losses, damages risks and liabilities of all kinds which may affect this Company.
27. To open account or accounts with any firm or Company or with any bank or banks or bankers or shroffs to pay into, withdraw money from such account or accounts.
28. To apply for, tender, purchase or otherwise acquire and contracts, sub-contracts, licences and concessions for or in relation to the objects or business herein mentioned or any of them and to undertake execute, carry out dispose of or otherwise turn to account the same.
29. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business

concerns and undertakings having similar objects and generally of any assets, property or rights.

30. To take part in the management, supervision and control of the business or operation of any Company or undertaking having similar objects and for that purpose to appoint and remunerate any directors, trustees, accounts or other experts.
31. Subject to the provisions of the Act to pay for any properties, rights or privileges acquired by the company either in shares of the Company or partly in shares and partly in cash or otherwise.
32. To amalgamate, enter into partnership or into any arrangement for sharing or pooling of profits, amalgamation, union of interest, cooperation, joint venture, reciprocal concession or otherwise with any person, firm or company carrying on or engaged in or about to carry on any business or transaction which may seem capable of being carried on or conducted so as, directly or indirectly to benefit the Company.
33. To lend, invest or otherwise employ or deal with money belonging to or entrusted to the Company in securities and shares or other movable or immovable property or without security upon such terms and in such manner as may be thought proper from time to time, to vary such transactions and investment in such manner as the directors may think fit subject to the provisions of the Companies Act, 2013.
34. To Purchase or otherwise acquire, protect, prolong and renew any patents, rights, inventions, licences, protections and concessions which may appear likely to be advantageous or useful to the Company and to

use and turn to account the same and to grant licence or privileges in respect of the same.

35. To pay or satisfy the consideration for any property, rights, shares, securities or assets whatsoever which the Company is authorized to purchase, or otherwise acquire either by payment in cash or by the issue of shares, or other securities of the Company, or in such other manner as the Company may agree to partly in one mode and partly in another.
36. To search for and to purchase, protect, prolong, renew or otherwise acquire from any Government state or authority any patents, protections, licences, concessions, grants, decrees, rights, powers and privileges whatsoever which may seem to the Company capable of being turned to account, to work develop, carry out, exercise and turn to account the same.
37. To furtherance of the aforesaid objects of the Company
  - a) To enter into negotiations with and enter into arrangements and contracts and conclude the same with foreign and/or Indian Parties and other persons for obtaining by grant, licence, and/or on other terms, formulate and other rights and benefits, and to obtain technical and engineering information assistance and service know-how and expert advice for installation of plant and machinery, production and manufacture of any products, and
  - b) To pay for technical know-how, technical and engineering assistance and information and/or service rights or privileges

acquired by the Company either in shares of the Company or partly in cash or otherwise.

c) To pay to promoters such remuneration and fees and otherwise recompensate them for their time and for the service rendered by them.

38. To do above things as may be incidental or conducive to the attainment of above objects, as principals and as or through agents, brokers, trustees, contractors, either alone or in partnership or in conjunction with others.

39. Subject to the provisions of the Companies Act, 2013 and rules made thereunder and the directives of the Reserve Bank of India, to borrow or raise or secure the payments of money or to receive money on deposit at interest for any of the purpose of the Company and at such time and from time to time and in such manner as may be thought fit and in particular by the issue of debenture or debenture stocks convertible into shares of this or any other Company or perpetual annuities and as security for any such money so borrowed, raised or received or for any such debentures or debentures-stock so issued to mortgage, pledge or charge the whole or any part of the property, assets or revenue and profits of the Company present or future including its uncalled capital by special assignments or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other powers as may seems expedient and to purchase, redeem or pay off any such securities and also by a similar mortgage, charger or lien to secure and guarantee the performance by the Company or any other person or

Company as the case may be provided that the Company shall not carry on banking business as defined in the Banking Regulations Act, 1949.

40 .To enter into any agreements and to take all necessary or proper steps with Governments or with other authorities imperial, supreme, national, local municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of carrying out the objects of the Company directly or indirectly or effecting any modifications in the constitution of the Company or furthering interests of its members and to oppose any such steps taken by any other Company, firm or person which may be considered likely directly or indirectly to prejudice the interest of the Company or its members and to promote or assist the promotion, whether directly or indirectly of any legislation which may appear to be in the interests of the Company and to oppose and resist, whether directly or indirectly, any legislation which may seem disadvantageous to the Company.

41. To apply for, promote, and obtain any Act or Parliament or legislature, charter privilege, concession, licence or authorisation of Government State or Municipality provisional order or licence of the Board of Trade or other authority for enabling the Company to carry out any of the objects into effect or for extending any of the powers of the Company for effecting any of the powers of the Company for effecting any modification of the constitution of the Company for any other purpose which may seem calculated, directly and indirectly to prejudice the interests of the Company.

42. To make and/or receive donations, gifts or income to or from such persons, institution or trusts and in such cases and whether of cash or any other assets as may be thought directly or indirectly to benefit the Company or any of the objects of the Company and also to remunerate any person or corporation introducing or assisting in any manner the business of the Company.
43. To establish and support or aid in the establishment of and support associations, institutions, companies, societies, funds, trusts and conveniences for the benefit of the employees or ex-employees or of persons having dealing with the Company or the dependents, relatives or connections of such persons and in particularly friendly or other benefit societies and to grant pensions, allowances and bonuses either by way of annual payments or by way of lump sum and to make payments towards insurance to form and contribute to provident and benefit funds, or to such persons.
44. To indemnify members, officers, directors, agents and employees of the Company against proceedings, cost, damages, claims and demands in respect of anything done or ordered to be done by them and in the interest of the Company or any loss, damage or misfortune whatsoever which shall happen in the execution of the duties of their offices or in relation thereto.
45. To establish agencies in India or elsewhere for sale and purchase to regulate or discontinue the same subject to law in force.
46. Subject to the provisions of the Act, the Company shall have power to borrow any sum or sums of money for the purpose of the Company on

such terms and conditions and from such person or persons, firms, bank or any financial, industrial, institutions or any government or semi-government corporation as the Company may deem fit.

47. To establish, provide and/or market and give on hire all or any of the following infrastructure or service namely : laying of optical fiber Cable Network, Internet Service Provider (ISP) License, ISP Backbone services for transferring Bandwidth from one place to another telecommunication and information services with or without the help of Internet technology including telephone services, cellular telephone services, electronic mail services, net connectivity, E-mail services, internet access services, on line services such as internet technology, video conferencing, electronic communication services , cellular mobile telephone services or basic telecom services, data communication services and value added infotech, cyber and telecommunication services.
48. To carry on all kinds of exploration business, and in particular to search for prospect, examine and explore mines and ground supposed to contain minerals or precious stones, and to search for and obtain information in regard to mines, mining claims, mining districts and localities and to purchase or otherwise acquire and to sell, dispose off and deal with mines and mines rights and property supposed to contain minerals or precious stones of all kinds and undertaking connected therewith and to work, exercise, develop and turn to account mines and mining rights and any undertakings connected therewith and to buy,

sell, dress, refine, manipulate, prepare for the market and deal in minerals of all kinds.

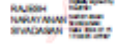
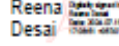
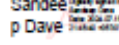
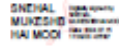
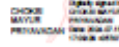
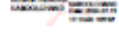
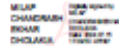
49. To carry on any other business (manufacturing or otherwise) which may in the opinion of the Board of directors capable of being conveniently carried on in connection with above objects or any other objects calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

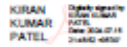
**4. The liability of the member(s) is limited, and this liability is limited to the amount unpaid if any, on the shares held by them.**

**5. The share capital of the company is 500000 rupees, divided into 50000 Equity Shares of 10 Rupees each.**

**6. We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:—**

**Subscriber Details**

| S. No. | *Name, Address, Description and Occupation   | DIN / PAN / Passport number | No. of shares taken      | DSC   | Dated      |
|--------|--|-----------------------------|--------------------------|---|------------|
| 1      | RAJESH NARAYANAN SIVADASAN<br>S/O NARAYANAN SIVADASAN<br>ADDRESS: 44, VRUNDAVAN BUNGLOWS,<br>OPP. NID CAMPUS, KUDASAN,<br>GANDHINAGAR,<br>OCCUPATION: SERVICE  | 0*9*0*9*                    | 10 Equity,0 Preference   |    | 15/07/2024 |
| 2      | REENA KIRANBHAI DESAI<br>D/O KIRANBHAI SHANTILAL DESAI<br>ADDRESS: B-5 NAVKRUTI FLATS S M ROAD,<br>NEHRUNAGAR, AMBAWADI, AHMEDABAD-<br>380015<br>OCCUPATION: SERVICE   | A*A*D*5*9*                  | 10 Equity,0 Preference   |    | 15/07/2024 |
| 3      | GSPC ENERGY LIMITED<br>CIN:U11102GJ2015SGC085438 REGD.<br>OFFICE ADD.: GSPC BHAWAN, BEHIND<br>UDYOG BHAWAN, SECTOR-11,<br>GANDHINAGAR, GUJARAT, 382010<br>REPRESENTED BY ITS DIRECTOR SHRI<br>SANDEEP DAVE AUTHORIZED VIDE<br>RESOLUTION DATED 01.07.2024 R/O PLOT<br>NO 666/2 SECTOR-23, GANDHINAGAR<br>OCCUPATION: SERVICE | 0*4*8*0*                    | 49940 Equity,0 Preferenc |    | 15/07/2024 |
| 4      | SNEHAL MUKESHBHAI MODI<br>S/O MUKESHBHAI CHANDULAL MODI<br>ADDRESS :H-601, AURUM SKY, SCIENCE<br>CITY ROAD, DASKROI, AHMEDABAD<br>380060<br>OCCUPATION: SERVICE  | A*G*M*3*6*                  | 10 Equity,0 Preference   |  | 15/07/2024 |
| 5      | MAYUR PRIYAVADAN CHOKSI<br>S/O PRIYAVADAN GHANSHYAMBHAI<br>CHOKSI<br>ADDRESS : FLAT F-402 KANAM 2 NEAR<br>RELIANCE CHOKDI, KUDASAN,<br>GANDHINAGAR-382421<br>OCCUPATION: SERVICE   | A*Y*C*0*9*                  | 10 Equity,0 Preference   |  | 15/07/2024 |
| 6      | RENUKA KABOOLCHAND ALORIA<br>D/O KABOOLCHAND ALORIA<br>ADDRESS : C-501, SWAGAT AGACIA BEH<br>SARGASAN CROSS ROAD SARGASAN,<br>GANDHINAGAR 382421<br>OCCUPATION: SERVICE  | A*M*A*6*9*                  | 10 Equity,0 Preference   |  | 15/07/2024 |
| 7      | MILAP CHANDRASHEKHAR DHOLAKIA<br>S/O CHANDRASHEKHAR RAMANATH<br>DHOLAKIA<br>ADDRESS : J 402, PRAMUKH PARAMOUNT,<br>SARGASAN SHAHPUR ROAD<br>KUDASAN GANDHINAGAR-382421<br>OCCUPATION: SERVICE  | A*A*D*0*5*                  | 10 Equity,0 Preference   |  | 15/07/2024 |

| Total shares taken  |                      | 50000 Equity,0 Preference   |   |  |            |
|---|----------------------|---|---|--|------------|
| Signed before me  |                      |   |   |  |            |
| Membership type of the witness<br>(ACA/FCA/ACS/FCS/ACMA/FCMA) | *Name of the witness | *Address, Description and Occupation  | DIN / PAN / Passport number / Membership number | DSC  | Dated      |
| FCS   | KIRAN KUMAR PATEL    | 508 - 5th Floor, Skyline Building,<br>Nr. Shalin Complex,<br>Sector-11,<br>Gandhinagar-382011<br>Occupation: Practicing Company Secretary | 6*8*  | <br>KIRAN KUMAR PATEL | 15/07/2024 |

**THE COMPANIES ACT, 2013**

**TABLE -F**

**ARTICLES OF ASSOCIATION OF A COMPANY LIMITED BY SHARES**

**The Name of the Company is “GSPL TRANSMISSION LIMITED”**

**I. Interpretation**

In these regulations

(A) “The Act” means the Companies Act 2013

(B) “The seal” means the common seal of the company.

(C) “Auditors” means and includes the persons appointed as such for the time being of the Company.

(D) “Bye-laws” means the Bye-laws which may be made by the Board of Directors of the Company under these Articles and which may for the time being be in force.

(E) “Capital” means the capital for the time being raised for the purpose of the Company.

(F) “The Chairman” means the Chairman of the Board of Directors for the time being of the Company.

(G) “The Company or This Company” means GSPL TRANSMISSION LIMITED.

(H) "Gender" means words importing the masculine gender also include the feminine gender.

(I) "The marginal notes" hereto shall not affect the construction hereof.

(J) "Month" means a calendar month.

(K) "Office" means the registered office for the time being of the Company.

(L) "The Company's Regulations" means the regulations for the time being in force for the management of the Company.

(M) "The Statutes" means the Companies Act 2013 and every other Act for the time being in force affecting the Company.

(N) Singular Number Words importing the singular number include where the context admits or requires the plural number and vice versa.

(O) Expressions in the Act to bear the same meaning in Articles unless the context otherwise requires words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

## **II.**

### **Share capital and variation of rights**

1. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the 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 and at such time as they may from time to time think fit.

2. (A) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided one certificate for all his shares without payment of any charges or several certificates each for one or more of his shares upon payment of twenty rupees for each certificate after the first. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid - up thereon. In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

(B) Shares to be numbered progressively and no share to be sub - divided :

The Shares in the capital shall be numbered progressively according to the several denominations and except in the manner herein before mentioned no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.

3. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon

production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.

4. 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 (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations 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.

5. (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.

(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.

(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

6. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of 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 shares of that class.

(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

7. 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 issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

8. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

## **Lien**

9. (i) The company shall have a first and paramount lien—

(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:

Provided that the Board of Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

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

10. The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:

Provided that no sale shall be made—

(a) unless a sum in respect of which the lien exists is presently payable; or

(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

11. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

12. (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

(ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

### **Calls on shares**

13. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.

(iii) A call may be revoked or postponed at the discretion of the Board.

14. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.

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

16. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent. per annum or at such lower rate, if any, as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.

17. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations 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.

18. The Board—

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent. per annum, as may be agreed upon between the Board and the member paying the sum in advance.

### **Transfer of shares**

19.(i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.

(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

20. The Board may, subject to the right of appeal conferred by section 58 decline to register—

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the company has a lien.

21. The Board may decline to recognise any instrument of transfer unless—

(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

22. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

### **Transmission of shares**

23. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives

where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares.

(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

24. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—

(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the deceased or insolvent member could have made.

(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

25. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the 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 Board 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 within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

27. Not Applicable

### **Forfeiture of shares**

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

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

29. The notice aforesaid shall—

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

30. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

31. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

32. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

(ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

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

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

(iii) The transferee shall thereupon be registered as the holder of the share; and

(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

34. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

### **Alteration of capital**

35. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

36. Subject to the provisions of section 61, the company may, by ordinary resolution,—

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

37. Where shares are converted into stock,—

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

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

(c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “stock” and “stock-holder” respectively.

38. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,—

- (a) its share capital;
- (b) any capital redemption reserve account; or
- (c) any share premium account.

### **Capitalisation of profits**

39. (i) The company in general meeting may, upon the recommendation of the Board, resolve—

- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company’s reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—

(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);

(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;

(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

40. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—

(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

(b) generally do all acts and things required to give effect thereto.

(ii) The Board shall have power—

(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid- up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

(iii) Any agreement made under such authority shall be effective and binding on such members.

### **Buy-back of shares**

**41.** Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act

or any other law for the time being in force, the company may purchase its own shares or other specified securities.

### **General meetings**

42. All general meetings other than annual general meeting shall be called extraordinary general meeting.

43. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) If at any time Directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

### **Proceedings at general meetings**

44. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

45. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

46. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the Directors present shall elect one of their members to be Chairperson of the meeting.

47. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

48. Not Applicable

### **Adjournment of meeting**

49. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **Voting rights**

50. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—

(a) on a show of hands, every member present in person shall have one vote; and

(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

51. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

52. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

53. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

54. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

55. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.

56. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

### **Proxy**

57. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

58. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

59. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or

the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

### **Board of Directors**

60. (A) The number of the Directors and the names of the first Directors shall be as under:

1. Shri Sandeep Vishnuprasad Dave
2. Shri Rajesh Narayanan Sivadasan
3. Ms. Reena Kiranbhai Desai

### **(B) Power to Appoint Directors:**

Subject to the provisions of the Act so long as Government of Gujarat (GoG) singly and /or along with the State Government Owned Entities and /or State PSU(s) and /or State Sectors Entities holds not less than 26 percent in the shares capital of the Company directly or indirectly through its subsidiaries or associates, Government of Gujarat (GoG) shall be entitled to nominate and appoint majority of the directors on the Board of Directors of the Company. Such Directors not exceeding one third of total number of directors shall not liable to retire by rotation. Each such permanent director shall hold office until he is

either removed from the office or another person nominated or appointed in his place or until he vacates the office by resignation or otherwise. The removing the directors shall be as per the provisions of the Act.

**(C) Chairman :**

Subject to the provisions of the Article 60(B) so long as Government of Gujarat (GoG) singly and /or along with the State Government Owned Entities and /or State PSU(s) and /or State Sectors Entities holds not less than 26 percent share capital of the Company directly or indirectly through its subsidiaries or associates the Chairman of the Board shall be nominated by Government of Gujarat (GoG) from time to time.

**(D) Managing Director :**

Subject to the provisions of Section 2(94), 196, 203 and other applicable provisions of the Companies Act 2013 so long as Government of Gujarat (GoG) singly and /or along with the State Government Owned Entities and /or State PSU(s) and /or State Sectors Entities holds not less than 26 in share capital of the Company directly or indirectly through its subsidiaries or associates the nominee of Government of Gujarat (GoG) shall be the Managing Director of the Company.

So long as Government of Gujarat (GoG) singly and /or along with the State Government Owned Entities and /or State PSU(s) and /or State Sectors Entities holds not less than 26 in share capital of the Company directly or indirectly through its subsidiaries or associates

its Board shall have right to determine the term and remuneration of the Managing Director Chairman from time to time.

**(E) Alternate Director and Nominee Director :**

Subject to the provisions of the Section 161 or other applicable provisions of the Act for the time being in force the Board of Directors have a power to appoint any person other than a person who fails to get appointed as a director in a general meeting as an additional director at any time who shall hold office upto the date of the next annual general meeting or the last date on which the annual general meeting should have been held whichever is earlier.

Subject to the provisions of the Section 161 or other applicable provisions of the Act for the time being in force the Board of Directors of a company may subject to a resolution passed by the company in general meeting appoint a person not being a person holding any alternate directorship for any other director in the company or holding directorship in the same company to act as an alternate director for a director during his absence for a period of not less than three months from India Provided that no person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of this Act.

Provided further that an alternate director shall not hold office for a period longer than that permissible to the director in whose place he has been appointed and shall vacate the office if and when the director in whose place he has been appointed returns to India

Provided also that if the term of office of the original director is determined before he so returns to India any provision for the automatic re-appointment of retiring directors in default of another appointment shall apply to the original and not to the alternate director.

Subject to the Section 161 of the Act the Board may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement or by the Central Government or the State Government by virtue of its shareholding in a Government company.

if the office of any director appointed by the company in general meeting is vacated before his term of office expires in the normal course the resulting casual vacancy may subject to provisions of the Act be filled by the Board of Directors at a meeting of the Board which shall be subsequently approved by members in the immediate next general meeting. Provided that any person so appointed shall hold office only upto the date up to which the director in whose place he is appointed would have held office if it had not been vacated.

61. (i) The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(ii) In addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid all travelling, hotel and other expenses properly incurred by them—

(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or

(b) in connection with the business of the company.

62. The Board may pay all expenses incurred in getting up and registering the company.

63. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

64. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

65. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

**66. (A) Appointment of Director:**

Subject to the provisions of section 149 the Board shall have power at any time and from time to time to appoint a person as an additional director provided the number of the directors and additional directors together shall not at any time exceed fifteen or

such other maximum number fixed by the Act from time to time. Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

**(B) Resignation of Director:**

Subject to provisions of the Act A director may resign from his office by giving a notice in writing to the company at the registered office of the Company and the Board shall on receipt of such notice take note of the same and the company shall intimate the Registrar in such manner within such time and in such form as may be prescribed and shall also place the fact of such resignation in the report of directors laid in the immediately following general meeting by the company

**Proceedings of the Board**

67. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

68. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

69. The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

70. Subject to other provisions of the Article of Association the Board may elect a Chairperson of its Meetings and determine the period for which he is to hold office. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the directors present may choose one of their number to be Chairperson of the meeting.

71. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

72. (i) A committee may elect a Chairperson of its meetings.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

73. (i) A committee may meet and adjourn as it thinks fit.

(ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

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

75. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

76. Not Applicable

**Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer**

77. Subject to the provisions of the Act,—

(i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration

and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;

(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

78. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

### **The Seal**

79. (i) The Board shall provide for the safe custody of the seal.

(ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two Directors and of the secretary or such other person as the Board may appoint for the purpose; and those two Directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

### **Dividends and Reserve**

80. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

81. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

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

(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

83. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.

(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

84. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

85. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

86. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

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

88. No dividend shall bear interest against the company.

### **Accounts**

89. (i) The Board 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 of the company, or any of them, shall be open to the inspection of members not being Directors.

(ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

### **Winding up**

90. Subject to the provisions of Chapter XX of the Act and rules made thereunder—

(i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.

(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

### **Indemnity**

91. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

### **92. (A) Copies of Memorandum and Articles of Association to be sent to members :**

The Company shall subject to the payment of Rs. 2 per page or such higher fees prescribed under the Act or its statutory modification for the time being in force on being so required by a member send to him within seven days of the requirement a copy of each of the following documents as in force for the time being.

(1) The Memorandum

(2) The Articles and

(3) every agreement and every resolution referred to in sub-section

(1) of section 117 if and in so far as they have not been embodied in the memorandum or articles.

### **(B) Inspection by members :**

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 of the Company or any of them shall be open to the inspection of members not being Directors. No member (not being a Director) shall have any right of inspecting any account books or documents of the Company except as allowed by law or authorized by the Board or the Company in general meeting.

**(C) Inspection of Registers and Returns :**

The Registers and returns mentioned in the Act shall be open to inspection for:

1. all security holders without payment of any fees and
2. any other person on payment of Rs. 50 for each inspection

or such other charges as may be decided by the Board of Directors of the Company from time to time subject to permissible limits under the Act. The Company shall give inspection of above Registers to the persons entitled to the same on such days and during such business hours as may be consistent with the provisions of the Act and subject to such reasonable restrictions as may be imposed, if any in general meeting from time to time in this regard.

Any member of the Company or any person may require a copy of any such register or return on payment of Rs. 10 for each page or such other charges may be decided by the Board of Directors of the Company from time to time subject to permissible limits under the Act.

**(D) Inspection of Minute Book of General Meetings :**

The books containing the minutes of the proceedings of any general meetings of the Company shall be open to inspection of members without charge on such days and during such business hours as may be consistent with the provisions of the Act or as may be determined by the Company in General

Meetings. The members will also be entitled to be furnished with copies thereof on payment of Rs.10 per page or such other charges may be decided by the Board of Directors of the Company from time to time subject to permissible limits under the Act. Any member of the Company shall be entitled to be furnished within seven days after he had made a request in that behalf to the Company with a copy of any minutes on payment of above referred fees.

**(E) Custody of instrument :**

If any such instrument of appointment be confined to the object of appointing an attorney or proxy for voting at meeting of the Company it shall remain permanently or for such time as the Directors may determine in the custody of the Company. If embracing other objects copy thereof examined with the original shall be delivered to the Company to remain in the custody of the Company.

**(F) Right of Government of Gujarat :**

Notwithstanding anything contained in any of these Articles the Government of Gujarat may from time to time issue such directions or instructions as it may consider necessary in regard to the finance and business affairs of the Company and in like manner may vary an annual any such directions or instructions. The Company and its Directors shall duly comply with and give immediate effect to the directions or instructions so issued. In particular the Government of Gujarat shall have powers

- (1) to call such returns accounts and other information with respect to property and activities of the Company as may be required from time to time
- (2) to approve the Company s Five Year and Annual plans of Development and the Capital Budget(c) to approve appointments extensions in service and re-

employment in the higher categories of posts in a grade of Rs. 2500- and above of those who have already attained the age of 58 years whether they be from private or public sector.

**(G) State Government to direct audit by the Comptroller and Auditor General of India or its nominee :**

If and so long as the Government of Gujarat holds (either in the name of the Governor of Gujarat or in the name of its nominee or nominees or by any Gujarat Government Company) or the Company is a Government Company under meaning of Section 2 (45) of the Act for the time being it shall be lawful for the State Government to direct the Company to have its accounts for the year or years specified in such director audited by the Comptroller and Auditor General of India and it shall be duty of the Company to abide by the and comply with such direction.

**(H) Secrecy clause :**

Every Director Manager Auditor Treasurer Trustee Member of a Committee Officer Servant Agent Accountant or other person employed in the business of the Company shall if so required by the Directors before entering upon his duties sign a declaration pledging himself to observe a strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters there to and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

**(I) No member to enter the premises of the Company without permission:**

No member or other person (not being a Director) shall be entitled to visit or inspect any property or premises of the Company without the permission of the Directors or Managing Director or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret mystery of trade secret process or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the Director it would be inexpedient in the interest of the Company to disclose.

**(J) Dematerialisation of Securities :**

(1) For the purpose of this Article:

“**Beneficial Owner**” means a person or persons whose name is recorded as such with the a depository;

“**SEBI**” means Securities Exchange Board of India

“**Depository**” means a depository as defined in clause (e) of sub-section (1) of section 2 of the Depositories Act, 1996 (22 of 1996);

(2) Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its securities and to offer securities in a dematerialized form pursuant to the Depositories Act, 1996. Securities of the Company can be held in Physical form or Dematerialized form as permitted by law from time to time.

(3) Every person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a depository. Such a person who is the beneficial owner of the securities can at any time opt out of the depository, if permitted by the law, in respect of any

security in the manner provided by the Depositories Act, and the Company shall in the manner and within the time prescribed issue to the Beneficial Owner the required certificates of securities. If a person opts to hold his security with a depository the Company shall intimate such depository the details of allotment of the security, and on receipt of the information, the depository shall enter in its record the name of the allottee as the beneficial owner of the security.

(4) All securities held by a depository shall be dematerialized and shall be in a fungible form.

(5) Notwithstanding anything to the contrary contained in the Act, or these Articles, a depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owners.

(6) Save as otherwise provided in e. above, the depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.

(7) Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner of the securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a depository.

(8) Notwithstanding any thing in the Act or these Articles to the contrary, where securities are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or discs.

(9) Nothing contained in Section 56 of the Act or these Articles shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a depository.

(10) Notwithstanding anything in the Act or these Articles, where securities are dealt with by a depository, the Company, shall intimate the details thereof to the depository immediately on allotment of such securities.

(11) Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a depository.

(12) The Register of Index of beneficial owners maintained by a depository under the Depositories Act, 1996 shall be deemed to be the Register and Index of Members and Security holders for the purpose of these Articles.

**(K) Nomination Facility :**

(1) Every holder of securities of a company may, at any time, nominate, in the prescribed manner, any person to whom his securities shall vest in the event of his death.

(2) Where the securities of a company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, any person to whom all the rights in the securities shall vest in the event of death of all the joint holders.

(3) Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of the securities of a company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the securities of the company, the nominee shall, on the death of the holder of securities or, as the

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

(4) Where the nominee is a minor, it shall be lawful for the holder of the securities, making the nomination to appoint, in the prescribed manner, any person to become entitled to the securities of the company, in the event of the death of the nominee during his minority.

(5) Any person who becomes a nominee by virtue of the provisions of Section 72 upon the production of such evidence as may be required by the Board and subject as hereinafter provided elect either

(i) to register himself as holder of the securities ; or

(ii) to transfer the securities, as the deceased holder could have done.

(6) If the person being a nominee, so becoming entitled, elects to be registered as holder of the securities himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased share or debenture holder(s).

(7) All the limitations, restrictions and provisions of the Act relating to the right to transfer and the registration of transfers of securities shall be applicable to any such notice or transfer as aforesaid as if the death of the share or debenture holder had not occurred and the notice or transfer were a transfer signed by that shareholder or debenture holder, as the case may be.

(8) A person, being a nominee, becoming entitled to any securities by reason of the death of the holder shall be entitled to the same dividends or interests

and other advantages to which he would have been entitled to if he were the registered holder of the securities except that he shall not, before being registered as a holder in respect of such securities, be entitled in respect of these securities to exercise any right conferred by the membership in relation to meetings of the company:

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

(9) A Depository may in terms of Act at any time, make a nomination and above provision shall as far as may be, apply to the nomination made under the Act.

**(L) General Authority :**

Wherever in the Companies Act, 2013 it has been provided that the Company shall have any right, privilege or authority or that Company cannot carry out any transaction unless the Company is so authorized by its articles then in that case, Articles hereby authorized and empower the Company to have such rights, privileges or Authority and to carry out such transaction as have been permitted by the Companies Act, 2013.



**Subscriber Details**

| <b>Subscriber Details</b> |  |                                    |               |  |              |
|---------------------------|--|------------------------------------|---------------|--|--------------|
| <b>S. No.</b>             | <b>*Name, Address, Description and Occupation</b>  | <b>DIN / PAN / Passport number</b> | <b>*Place</b> | <b>DSC</b>                                 | <b>Dated</b> |
| <b>1</b>                  | GSPC ENERGY LIMITED<br>CIN:U11102GJ2015SGC085438<br>REGD. OFFICE ADD.: GSPC<br>BHAWAN, BEHIND UDYOG<br>BHAWAN, SECTOR-11,<br>GANDHINAGAR, GUJARAT,<br>382010 REPRESENTED BY ITS<br>DIRECTOR SHRI SANDEEP<br>DAVE AUTHORIZED VIDE<br>RESOLUTION DATED<br>01.07.2024 R/O PLOT NO<br>666/2 SECTOR-23,<br>GANDHINAGAR OCCUPATION:<br>SERVICE | 0*4*8*0*                           | GANDHINAGAR   | Sandeep<br>p Dave<br>27/07/2024            | 15/07/2024   |
| <b>2</b>                  | SNEHAL MUKESHBHAI MODI<br>S/O MUKESHBHAI<br>CHANDULAL MODI ADDRESS<br>:H-601, AURUM SKY, SCIENCE   | A*G*M*3*6*                         | GANDHINAGAR   | SNEHAL<br>MUKESHBHAI<br>MODI<br>27/07/2024 | 15/07/2024   |

|   |   |            |             |  |            |
|---|---|------------|-------------|--|------------|
|   | CITY ROAD, DASKROI,<br>AHMEDABAD ? 380060<br>OCCUPATION: SERIVCE  |            |             |  |            |
| 3 | MAYUR PRIYAVADAN CHOKSI<br>S/O PRIYAVADAN<br>GHANSHYAMBHAI CHOKSI<br>ADDRESS : FLAT F-402 KANAM<br>2 NEAR RELIANCE CHOKDI,<br>KUDASAN, GANDHINAGAR-<br>382421 OCCUPATION: SERVICE                   | A*Y*C*0*9* | GANDHINAGAR |  | 15/07/2024 |
| 4 | RENUKA KABOOLCHAND<br>ALORIA D/O KABOOLCHAND<br>ALORIA ADDRESS : C-501,<br>SWAGAT AGACIA BEH<br>SARGASAN CROSS ROAD<br>SARGASAN, GANDHINAGAR<br>382421 OCCUPATION: SERIVCE                          | A*M*A*6*9* | GANDHINAGAR |  | 15/07/2024 |
| 5 | MILAP CHANDRASHEKHAR<br>DHOLAKIA S/O<br>CHANDRASHEKHAR<br>RAMANATH DHOLAKIA<br>ADDRESS : J 402, PRAMUKH<br>PARAMOUNT, SARGASAN<br>SHAHPUR ROAD KUDASAN<br>GANDHINAGAR-382421<br>OCCUPATION: SERIVCE | A*A*D*0*5* | GANDHINAGAR |  | 15/07/2024 |
| 6 | RAJESH NARAYANAN<br>SIVADASAN S/O NARAYANAN<br>SIVADASAN ADDRESS: 44,<br>VRUNDAVAN BUNGLOWS, OPP.<br>NID CAMPUS, KUDASAN,<br>GANDHINAGAR, OCCUPATION:<br>SERIVCE                                    | 0*9*0*9*   | GANDHINAGAR |  | 15/07/2024 |
| 7 | REENA KIRANBHAI DESAI D/O<br>KIRANBHAI SHANTILAL DESAI<br>ADDRESS: B-5 NAVKRUTI<br>FLATS S M ROAD,<br>NEHRUNAGAR, AMBAWADI,<br>AHMEDABAD- 380015<br>OCCUPATION: SERIVCE                             | A*A*D*5*9* | GANDHINAGAR |  | 15/07/2024 |

| Signed before me                                   |                            |  |  |             |                         |            |
|--|----------------------------|--|--|-------------|-------------------------|------------|
| Name Prefix<br>(ACA/FCA/ACS/<br>FCS/ACMA/<br>FCMA) | *Name of<br>the<br>witness | *Address,<br>Description<br>and<br>Occupation  | *DIN / PAN /<br>Passport<br>number /<br>Membership | *Place      | DSC                     | Dated      |
|  | KIRAN<br>KUMAR<br>PATEL    | 508 - 5th Floor,<br>Skyline<br>Building, Nr.<br>Shalin<br>Complex,<br>Sector-11,<br>Gandhinagar-<br>382011 | 6*8*   | GANDHINAGAR | KIRAN<br>KUMAR<br>PATEL | 15/07/2024 |

|  |  |   |  |  |  |  |
|--|--|---|--|--|--|--|
|  |  | Occupation:<br>Practicing<br>Company<br>Secretary |  |  |  |  |
|--|--|---|--|--|--|--|