

**DRAFT ARTICLES OF ASSOCIATION
PROPOSED TO BE APPROVED BY THE
SHAREHOLDERS AT THE ENSUING
AGM TO BE HELD ON SEPTEMBER 25,
2025**

THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION¹
OF
NAYARA ENERGY LIMITED
(Incorporated under the Companies Act, 1956)

I. PRELIMINARY

1. The regulations contained in Table F in Schedule I of the Companies Act 2013, shall not apply to this Company. Any subsequent changes in the definition(s), rule(s) or regulation(s) contained in these Articles, by virtue of any amendments in the Companies Act, 2013 or rules made thereunder, shall prevail in supersession of the provision(s) or definitions contained in these Articles.
2. In these Articles:

Unless the context otherwise requires the words or expressions contained in these Articles shall bear the same meaning as in the Act.

 - (i) The Company or this Company means "**NAYARA ENERGY LIMITED**".
 - (ii) "**Act**" means the (Indian) Companies Act, 2013 and includes all rules made thereunder, clarifications, circulars, notifications and any statutory modification thereof, and the relevant provisions of the Companies Act, 1956, to the extent such provisions have not been superseded by the Companies Act, 2013 or de-notified, as the case may be, and "**Section**" shall mean a Section of the said Act.
 - (iii) "**Annual General Meeting**" means the annual general meeting of the Company convened and held in accordance with the Act.
 - (iv) "**Articles**" means these Articles of Association of the Company, as may be altered from time to time in accordance with the Act and in force for the time being and include the Memorandum of Association where the context so requires.

¹ Adopted new set of Articles of Association pursuant to Special Resolution passed by shareholders of the Company at the Twenty Eighth Annual General Meeting held on September 14, 2018.

- (v) **"Board"** means the board of Directors of the Company at the applicable time, as constituted in accordance with the Articles.
- (vi) **"Board Meeting"** means a meeting of the Board.
- (vii) **"Chairman"** means the chairman of the Board.
- (viii) **"Company Group"** means the Company and each entity it Controls from time to time.
- (ix) **"Controlled"** means (including with correlative meaning, the terms **"Controlled by"** and **"Control"**), the ability of a person, directly or indirectly, to ensure that the activities and/or business of another person are conducted in accordance with its wishes, and a person shall be deemed to have Control of a company if it has a right to exercise, directly or indirectly, more than 50 per cent. (50%) of the voting rights attributable to that company's shares, and/or if it possesses or is entitled to acquire the majority of the issued shares or the voting rights in that company or the right to receive the majority of the income of that company on any distribution by it of all of its income or the majority of its assets on a winding up.
- (x) **"Depository"** means a depository as defined in clause (e) of sub-section (1) of section 2 of the Depositories Act, 1996 and a company formed and registered under the Companies Act, 2013 or any other previous Company law, and which has been granted a certificate of registration under sub-section (1A) of Section 12 of the Securities and Exchange Board of India Act, 1992.
- (xi) **"Depositories Act"** shall means the Depositories Act, 1996 or any statutory modification or re-enactment thereof.
- (xii) **"Director(s)"** means the director(s) of the Company.
- (xiii) **"Equity Shares"** in capitalised form means the equity shares in the Company, including any equity shares that are represented by the global depositary shares.
- (xiv) **"Extra-ordinary General Meetings"** means the general meetings of the members of the Company which are convened and held in accordance with the Act, other than the Annual General Meeting.
- (xv) **"General Meeting(s)"** means the Annual General Meetings and the Extra-ordinary General Meetings.
- (xvi) **"Investor Shareholders"** mean Kesani and Rosneft Shareholder.
- (xvii) **"Kesani"** means Kesani Enterprises Company Limited, a company incorporated in Cyprus under registered number HE360361 whose registered office is at Diagoras House, 16 Pantelis Catelaris Street, 1097 Nicosia, Cyprus.

- (xviii) "**Nomination Committee**" means the Nomination and Remuneration Committee of the Board.
- (xix) "**Office**" means the registered office of the Company
- (xx) "**Register**" means the register of members required to be maintained pursuant to the Act.
- (xxi) "**Rosneft Shareholder**" means Rosneft Singapore Pte. Ltd , a company incorporated in Singapore under registered number 201529654Z whose registered office is at 10 Collyer Quay #29-06A, Ocean Financial Centre, Singapore 049315.
- (xxii) "**Seal**" means the common seal of the Company.

Interpretation

- (a) Words imparting singular number shall include plural and vice versa and words imparting the masculine gender shall include feminine and neuter gender and the words imparting persons shall include body corporate.
- (b) "**Month**" and "**Year**" means a calendar month and a calendar year respectively.
- (c) Expressions referring to "**writing**" shall be construed as including references to printing lithography, photography and other modes of representing or reproducing words in a visible form.
- (d) where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings.
- (e) the expressions "**hereof**", "**herein**" and similar expressions shall be construed as references to these Articles as a whole and not limited to the particular Article in which the relevant expression appears.
- (f) the *ejusdem generis* (of the same kind) rule will not apply to the interpretation of these Articles. Accordingly, **include** and **including** will be read without limitation.
- (g) any reference to a **person** includes any individual, firm, corporation, partnership, company, trust, association, joint venture, government (or agency or political subdivision thereof) or other entity of any kind, whether or not having separate legal personality. A reference to any person in these Articles shall, where the context permits, include such person's executors, administrators, heirs, legal representatives and permitted successors and assigns.

- (h) a reference to any document is to that document as amended, consolidated, supplemented, novated or replaced from time to time.
- (i) a reference to a statute or statutory provision includes, to the extent applicable at any relevant time:
 - A. that statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision; and
 - B. any subordinate legislation or regulation made under the relevant statute or statutory provision.

II. CAPITAL

- 3. The authorised share capital of the Company is ₹1,80,00,68,00,000/- (Rupees Eighteen Thousand Crore Sixty Eight Lakh only) divided into 17,00,06,80,000 (One Thousand Seven Hundred Crore Six Lakh Eighty Thousand) Equity Shares of ₹10/- each and 1,00,00,00,000 (One Hundred Crore) Preference Shares of ₹10/- each, with the power to increase or reduce the same in accordance with the provisions of the Companies Act, 2013.²
- 4. The Company shall have the power to increase or reduce the share capital (which includes the equity share capital and the preference share capital) for the time being of the Company and to divide the shares in the capital into several classes with rights, privileges or conditions as may be determined, in accordance with the provisions of the Act.

III. SHARES

- 5. (1) The Company may issue the following kinds of shares in accordance with these Articles and the Act:
 - (i) Equity shares:

² The authorised share capital of the Company has enhanced from time to time as under:

- a) Authorised capital increased from ₹90,00,68,00,000/- (Rupees Nine Thousand Crore and Sixty Eight Lakh only) to ₹1,80,00,68,00,000/- (Rupees Eighteen Thousand Crore and Sixty Eight Lakh only) pursuant to Order passed by the Honourable National Company Law Tribunal, bench at Ahmedabad, approving Scheme of Amalgamation of Vadinar Oil Terminal Limited with the Company which became effective from December 14, 2020.
- b) Authorised capital increased from ₹50,00,00,00,000/- (Rupees Five Thousand Crore only) to ₹90,00,68,00,000/- (Rupees Nine Thousand Crore and Sixty Eight Lakh only) pursuant to Order passed by the Honourable National Company Law Tribunal, bench at Ahmedabad, approving Scheme of Amalgamation of Vadinar Power Company Limited and Nayara Energy Properties Limited with the Company which became effective from November 30, 2018.

- (a) with voting rights; and/or
- (b) with differential rights as to dividend, voting or otherwise in accordance with the Act; and

(ii) Preference shares, including redeemable preference shares and convertible preference shares.

(2) The shares shall be under the control of the Board who, subject to the provisions of the Act and these Articles, may classify, issue, allot or otherwise dispose of the same to such persons on such terms and conditions and either at a premium or at par, or, at a discount, and at such time as the Board thinks fit and with full power, subject to compliance with the provisions of the Act, to call for the allotment of any share either at par, or at a premium, or, at a discount and for such time and for such consideration as the Board may think fit, provided that option or right to call for any shares shall not be given to any person except with the sanction of the Company in a General Meeting.

(3) No equity shares may be issued other than equity shares ranking *pari passu* with Equity Shares already in issue.

6. Notwithstanding anything contained in the Article 5, but subject to the provisions of the Act, as may be in force at any time and from time to time, the Company may acquire, purchase, hold, resell any of its own fully/ partly paid shares / debentures and may make payment out of funds at its disposal of and in respect of such acquisition / purchase on such terms and conditions and at such times as the Board may in its discretion decide and deem fit.

IV. PAYMENT OF COMMISSION AND BROKERAGE

7. (1) Subject to the provisions of the Act, the Company may exercise the power of paying commissions to any person in connection with subscription or procurement of subscription to its securities, provided that the rate percent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act.
- (2) The rate of the commission shall not exceed the rate or the amount prescribed in the Act.
- (3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or debentures or partly in one way and partly in the other.
- (4) The Company may also pay such brokerage as may be lawful on any issue of shares or debentures.

V. TRUSTS NOT RECOGNISED

8. Except as required by the Act, no person shall be recognised by the Company as holding any shares 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 Articles or by the Act otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder. Provided that in respect of the shares and securities held by the Depository on behalf of a beneficial owner as defined in the Depositories Act, 1996, this Article shall not apply.

VI. MODIFICATION OF RIGHTS

9. (1) 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 the Act and these Articles and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourth 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.
(2) To every such separate meeting, the provisions of these Articles relating to General Meetings shall mutatis mutandis apply.
10. 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* with such shares.

VII. SHARE CERTIFICATE

11. The certificate of title to shares shall be issued within two months after allotment (or within such other period as the conditions of the issue shall provide) or within one month after the application for the registration of transfer is received under the Seal of the Company signed by two Directors and the Secretary or some other person appointed by the Directors, subject to such rules and regulations as may be prescribed by the Act from time to time.
12. (1) Every person whose name is entered as a member in the Register shall be entitled to receive within two months after allotment or

within one month after the application for the registration of transfer or within such other period as the conditions of issue shall provide:-

- (a) One certificate for all his shares without payment; or
 - (b) Several certificates, each for one or more of his shares, upon payment of twenty rupees for every certificate after the first;
- (2) Every certificate shall be under the Seal signed by two Directors and the Secretary or some other person appointed by the Directors, subject to the Act from time to time and shall specify the shares to which it relates and the amount paid up thereon.
- (3) In respect to 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 holder.
13. If any certificate be old, decrepit, worn-out, torn, or defaced or where the cage on its reverse side for recording transfers have been duly utilised, then upon production and surrender thereof to the Company, the Board shall order the same to be cancelled and issue a new certificate in lieu thereof without any payment. If any certificate be lost or destroyed, then upon proof of such loss or destruction to the satisfaction of the Board and on such indemnity and payment of out-of-pocket expenses incurred by the Company in investigating evidence, as the Board think fit, a new certificate in lieu thereof shall be given to the person entitled to such loss or destroyed certificate on a fee of one rupee for each certificate or such smaller fee as the Board may determine.
- Provided that no fee shall be charged for issue of new certificate in replacement of those which are old, decrepit or worn-out or where the cages on the reverse for recording transfers have been fully utilised.
14. Subject to the provisions of the Act, these Articles and the terms of the debentures, the provisions of Articles 11 to 13 shall *mutatis mutandis* apply to the debentures of the Company.
15. Notwithstanding anything contained in these Articles, the Company may in accordance with the provisions of the Depositories Act, dematerialise its shares, debentures and other securities and offer its shares, debentures and other securities for subscription in a dematerialised form. Thereupon the Company shall maintain a Register with the details of members holding shares or other security holders both in material and dematerialised form in electronic or any other media as permitted by the Act either in respect of the existing shares or other securities and or any future issue. Provided that, the provisions set forth in Articles 11 to 14 shall not apply to securities, which have been dematerialised.

VIII. CALLS

16. The Board may, from time to time, make such call on uniform basis, as it thinks fit, upon the members in respect of any monies unpaid on the shares (whether on account of the nominal value of the shares or by way of premium) held by them and not by conditions of allotments thereof made payable at fixed time and each such member shall pay the amount of every call so made on him to the person and at the time and place appointed by the Board. A call may be made payable by instalments. 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.
17. The joint holders of shares shall severally as well as jointly be liable for the payment of all instalments and calls due in respect of such shares.
18.
 - (1) A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed unless the same is expressly made effective on any other date under such resolution.
 - (2) Not less than 14 days' notice of any call shall be given specifying the place and time of payment and to whom such call shall be paid; provided that the Board may, subject to Section 49 of the Act, revoke the call or extend the time for payment thereof.
19. If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by instalments at fixed times, whether on account or the amount of the share or by way of premium, every such amount of instalment shall be payable as if it were a call duly made by the Board and of which due notice had been given and all provisions herein contained in respect of calls for future or otherwise shall relate to such amount or instalment accordingly.
20. If the sum payable in respect of any call or instalment is not paid on or before the day appointed for payment thereof, the holder for the time being of the shares in respect of which the call shall have been made or the instalment shall be due, shall pay interest for the same at the rate of 10 (ten) percent per annum (or at such lower rate as the Board may determine) from the day appointed for the payment thereof to the time of actual payment but the Board shall be at liberty to waive payment of the interest wholly or in part.
21. The Board may receive from any member willing to advance the same, all or any part of the moneys due upon the shares held by him beyond the sums actually called for and upon the money so paid 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 and the Company may pay interest at twelve (12) percent per annum or such lower rate as the Board may determine or as the member paying such sum in advance and the Board agree upon. Money so paid in excess of the amount of call shall not rank for dividends, or participate in profits. Money so paid in excess of the amount of calls until appropriated towards satisfaction of any call shall be treated as advance to the Company and not a part of capital and shall be repayable at any time if the Board so decide.

22. Subject to the provisions of the Act, these Articles and the terms of the debentures, the provisions of this Chapter VIII shall apply *mutatis mutandis* to the debentures of the Company.

IX. FORFEITURE

23. If any member fails to pay the whole or any part of any call, or instalment or any money due in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same, the Board may at any time thereafter during such time as the call or instalment or other money remains unpaid serve a notice on such member or on the persons (if any) entitled to the share by transmission, requiring him to pay the same together with any interest that may have accrued and all the expenses that may have been incurred by the Company by reason of such non-payment.
24. The notice shall name a day (not being less than 14 days from the date of notice) and a place on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed, the share in respect of which such call was made or instalment is payable will be liable to be forfeited.
25. If the requirements of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given may at any time thereafter, before payment of call or instalment, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect and the forfeiture shall be recorded in the minutes of the Board Meeting. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
26. When any shares shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and entry of the forfeiture with date thereof shall forthwith be made in the Register.
27. Any share so forfeited shall be deemed to be the property of the Company and the Board may, subject to the Articles, sell, re-allot or otherwise dispose of the same in such manner as they think fit. The Board may, at any time before any share so forfeited shall have been

sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as it thinks fit.

28. Any member whose shares have been forfeited shall cease to be a member of the Company in respect of the forfeited shares, but shall notwithstanding the forfeiture remain liable to pay to the Company all calls, instalments, interests and expenses owing upon or in respect of such shares at the date of the forfeiture, together with interest hereon from the time of forfeiture until payment at the rate of 10 (ten) percent per annum (or at such lower rate as the Board may determine) and the Board may enforce the payment thereof, if they think fit.
29. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the shares, and all other rights incidental to the shares, except only such of those rights as by the Articles are expressly saved.
30. A duly certified declaration in writing that the declarant is a Director of the Company and that certain shares in the Company have duly been forfeited on a date stated in the declaration shall be conclusive evidence of the fact therein stated as against all persons claiming to be entitled to the shares; and such declaration, and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares and the person to whom the shares are sold shall be registered as holder thereof and shall not be bound to see the application of the purchase money, nor shall his title to such shares be effected by any irregularity or invalidity in the proceeding in reference to such forfeiture, sale or disposition.

X LIEN ON SHARES

31. The Company shall have a first and paramount lien on all the 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 and no equitable interest in any share shall be created and such lien shall extend to all dividends and bonuses from time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien if any on such shares, the Board may at any time declare any shares wholly or in part to be exempt from the provisions of this Article.

Provided that the Company's lien shall be restricted to money called or made payable at a fixed time in respect of such shares.

32. No member shall exercise any voting right in respect of any shares registered in his name 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.

33. 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 14 (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.
34. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities or engagements of such member, his executors, administrators or representatives, and the residue, of any, shall subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the persons entitled to the shares at the date of the sale.
35. Upon any sale after forfeiture or for enforcing lien in purported exercise of the powers hereinbefore given, the Board may cause the purchaser's name to be entered in the Register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, nor to the application of the purchase money and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only.

XI. TRANSFER

36. Save as provided in Section 56 of the Act and these Articles, no transfer of the securities of the Company shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company together with the certificate or if no such certificate is in existence, the letter of allotment of the securities. The instrument of transfer of any security of the Company shall be in a format prescribed under the Act. The transferor shall be deemed to remain the holder of such security until the name of the transferee is entered in the register of security holders.
37. Application for the registration of the transfer of securities may be made either by the transferor or the transferee. Where such application is made by the transferor and relates to a partly paid security, no registration shall be effected unless the Company gives notice of the application to the transferee, in the manner prescribed by Section 56 of the Act. Subject to the provisions of Articles hereof, if the transferee

makes no objection within two weeks from the date of receipt of the notice, the Company shall enter in the register of security holders the name of the transferee in the same manner and subject to the same conditions as if the application for registration was made by the transferee.

38. Before registering any transfer tendered for registration the Company may, if it thinks fit, give notice by letter posted in the ordinary course to the registered holder, that such transfer deed has been lodged and that unless objection is made the transfer will be registered and if such registered holder fails to lodge an objection in writing at the office (or any other place specified by the Company) of the Company within 10 (ten) days from the posting of such notice to him, he shall be deemed to have admitted the validity of the said transfer. Where no notice is received by the registered holder, the Company shall be deemed to have decided not to give notice and in any event the non-receipt by the registered holder of any notice shall not entitle him to make any claim of any kind against the Company or the Board in respect of such non-receipt.
39. Neither the Company nor its Board shall incur any liability for registering or effecting a transfer of securities apparently made by competent parties, although the same may, by reason of any fraud or other cause not known to the Company or its Board, be legally inoperative or insufficient to pass the property in the securities proposed or professed to be transferred; and although the transfer was as between the transferor and transferee, be liable to be set aside and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particular of the securities transferred, or otherwise in defective manner. In every such case the person registered as transferee, his executors, administrators or assigns alone shall be entitled to be recognised as the holder of such securities and the previous holder of such securities shall, so far as the Company is concerned, be deemed to have transferred his sole title thereto.
40. No transfer shall be made to a minor or person of unsound mind. No fee shall be charged for transfer of securities or for effecting transmission or for registering any letters of probate, letters of administration and similar other documents.
41. Every instrument of transfer shall be sent to the office of the appointed share transfer agent (details of which is regularly updated and publically available on the website of the Company), accompanied by the original certificate of the securities or if no such certificate is in existence, by the Letter of Allotment of the securities to be transferred and such other evidence as the Board may reasonably require to prove the title of the transferor or his right to transfer the securities, and upon payment of the proper fee to the Company, the transferee shall (subject to the right of the Board to decline to register hereinafter mentioned) be registered as a member in respect of such securities. The Board may waive the

production of any certificate upon evidence satisfactory to it of its loss or destruction.

42. All instrument of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Board may decline to register shall be returned to the person depositing the same.
43. Refusal of transfer of securities will be subject to the provisions of Section 58 of the Act. The Board may decline to recognise any instrument of transfer if :
- (a) The instrument of transfer is not accompanied by the original certificate of the securities to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor;
 - (b) The instrument of transfer is in respect of more than one class of security; or
 - (c) It is for transfer of any partly paid security on which the Company has lien.

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 securities.

44. The registration of transfers may be suspended after giving due notice 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 45 (forty-five) days in any year, and not exceeding 30 (thirty) days at any one time.
45. The instrument of transfer shall be in writing and all the provisions of Section 56 of the Act shall be duly complied with in respect of all transfers of securities and registration thereof.
46. (i) Nothing contained in the Articles 36 to 45 shall apply to transfer of securities or other marketable securities effected by the transferor and the transferee, both of whom are entered as beneficial owners in the records of a Depository.
- (ii) In the case of transfer of securities or other marketable securities where the Company has not issued any certificates and where securities are being held in an electronic and fungible form, the provisions of the Depositories Act shall apply.

XII. TRANSMISSION

47. Subject to Article 51, the executors or administrators or the holder of a succession certificate in respect of securities of a deceased member (not being one of several joint holders) shall be the only persons whom the Company shall recognise as having any title to the security registered in the name of such member and, in case of the death of any one or more of the joint-holder of any registered securities, the survivors shall be the only persons recognised by the Company as having any title to or interest in such security, but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on securities held by him jointly with any other person. Before recognising any executor or administrator or legal heir the Board may require him to obtain a grant of probate or letter of administration or succession certificate or other legal representation as the case may be, from a competent Court.

Provided nevertheless that in any case where the Board in its absolute discretion thinks fit it may dispense with production of probate or letters of administration or a succession certificate or such other legal representation upon terms as to indemnify the Company or otherwise as the Board may consider desirable.

Provided also that the holder of a succession certificate shall not be entitled to receive any dividends already declared but not paid to the deceased member unless the succession certificate declares that the holder thereof is entitled to receive such dividends.

48. Any person becoming entitled to securities by transmission in consequence of the death, lunacy 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 (which they shall not be under any obligation to give) upon producing such evidence of his title, be registered as member in respect of such securities; or may, subject to the regulations as to transfer hereinbefore contained, transfer such securities.
49. A person becoming entitled to a security 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 security, except that he shall not, before being registered as a member in respect of the security, 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 security, and if the notice is not complied within 90 (ninety) days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the security, until the requirements of the notice have been complied with.

50. If the person so becoming entitled to securities under preceding Articles shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If the person aforesaid shall elect to transfer the securities to some other person, he shall execute an instrument of transfer in accordance with the provisions of these Articles relating to the transfer of securities. All the limitations, restriction and provisions of these Articles relating to the right of transfer and the registration of transfers of securities shall be applicable to any such notice or transfer as aforesaid.
51. Subject to Section 72 of the Act, every member or security holder of the Company, may at any time, nominate, in the prescribed manner, a person to whom his securities of the Company shall vest in the event of his death.

XIII. ALTERATION IN CAPITAL

52. (i) Subject to the provisions of the Act and these Articles, the Company, in a General Meeting may :
- (a) Increase its authorised share capital by such amount as it thinks expedient by creating new shares.
 - (b) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
 - (c) 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, and diminish the amount of its capital by the amount of the shares so cancelled.
 - (d) Sub-divide its shares, or any of them into shares of smaller amount than is fixed by the Memorandum of Association, subject to the provisions of the Act.
 - (e) Reduce its capital in any manner authorised by the Act.
- (ii) The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act:
- (a) its share capital; and/or
 - (b) any capital redemption reserve account; and/or
 - (c) any share premium account
- and in particular without prejudice to the generality of the foregoing power may be: (i) extinguishing or reducing the liability on any of its shares in respect of share capital not paid up; (ii) either with or without extinguishing or reducing liability on any of its shares, cancel paid up share capital which is lost or is unrepresented by available assets; or (ii) either with or without extinguishing or reducing liability on any of its shares, pay off any paid up share capital which is in

excess of the wants of the Company; and may, if and so far as is necessary, alter its Memorandum, by reducing the amount of its share capital and of its shares accordingly.

(iii) Power of the Company to Buy Back its own shares or other specified securities

Subject to the provisions of the Act and these Articles, the Company shall have the power to purchase its own shares or other specified securities.

(iv) Issue of preference shares

(a) Redeemable Preference Shares

Subject to the applicable provisions of the Act and these Articles, the Company shall have the power to issue on a cumulative or non-cumulative basis, preference shares liable to be redeemed in any manner permissible under the Act, and the Board may, subject to the applicable provisions of the Act and these Articles exercise such power in any manner as they deem fit and provide for redemption of such shares on such terms including the right to redeem at a premium or otherwise as they deem fit.

(b) Convertible Redeemable Preference Shares

Subject to the applicable provisions of the Act and these Articles, the Company shall have the power to issue on a cumulative or non-cumulative basis convertible redeemable preference shares liable to be redeemed in any manner permissible under the Act and the Board may, subject to the applicable provisions of the Act and these Articles exercise such power as they deem fit and provide for redemption at a premium or otherwise and/or conversion of such shares into such securities on such terms as they may deem fit.

XIV. STOCKS

53. The Company in General Meeting may convert any paid up shares into stock and re-convert any stock into paid up shares of any denominations.
54. When any shares have been converted into stock the holders of such stock may, henceforth transfer their respective interests therein or any part, of such interests in the same manner, and subject to the same regulations, as would have applied to the transfer of the shares from which the stock arose or as near thereto as circumstances would admit. The Board may from time to time fix the minimum amount of stock

transferable, and restrict or forbid the transfer of fractions of that minimum but the minimum shall not exceed the nominal amount of the shares from which the stock arose.

55. The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters, as if they held the shares from which the stock arose, but no such privileges or advantage (except participation in the dividend and profits of the Company) shall be conferred by any such part of stock as would not, if existing in shares, have conferred that privilege or advantage.
56. Such of the Articles of the Company as are applicable to paid-up shares shall apply to stock, and the words "**share**" and "**member**" therein shall include "**Stock**" and "**Stockholder**" respectively.

XV. GENERAL MEETINGS

57. (1) The Company shall hold the Annual General Meetings in accordance with provisions of the Act.
(2) The General Meetings shall take place in accordance with the Act.
58. (1) The Board may, whenever it thinks fit, call an Extra-ordinary General Meeting.
(2) The Board shall on the requisition of members convene an Extra-ordinary General Meeting of the Company in the circumstances and in the manner provided under the Act.

XVI. PROCEEDINGS AT GENERAL MEETINGS

59. (1) No business shall be transacted at any General Meeting unless the requisite quorum of members as prescribed under the Act is present.
(2) Save as herein otherwise provided, the quorum for the General Meetings shall be as required under the Act.
60. The Chairman, if any, of the Board shall preside as Chairman at every General Meeting of the Company.
61. Subject to the provisions of the Act, if there is no such Chairman, or if he is not present within 15 (fifteen) minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman of the meeting, the Directors present shall elect one of the Director to be the Chairman of the meeting.

62. If at any meeting, no Director is willing to act as Chairman or if no Director is present within 15 (fifteen) minutes after the time appointed for holding the meeting, the members present shall choose one of the members to be the Chairman of the meeting.
63. (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, the notice of the adjourned meeting shall be given in accordance with the Act.
64. In case of equality of votes, the Chairman of the General Meeting shall not be entitled to a second or casting vote.
65. **Passing Resolutions By Postal Ballot**
- (i) Notwithstanding any of the provisions of these Articles, the Company may, and in the case of resolutions relating to such business as notified under the Act to be passed by postal ballot, shall get any resolution passed by means of a postal ballot, instead of transacting the business in the General Meeting of the Company.
- (ii) Where the Company decides to pass any resolution by resorting to postal ballot, it shall follow the procedures as prescribed under the Act.

XVII. VOTES OF MEMBERS

66. (1) All member resolutions shall be passed in accordance with the Act.
- (2) No amendment or alteration of these Articles shall be undertaken by the Board without obtaining the prior consent in writing of each of the Investor Shareholders.
67. Each member has one vote at a General Meeting for each Equity Share registered in its name.
68. In the case of joint holders, the votes of the senior who tenders a vote, whether in person or by proxy, shall be accepted in the exclusion of the votes of the other joint holders. For this purpose, seniority shall be determined by the order in which the names stand in the Register.
69. 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.

70. 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.
71. (1) No objection shall be raised to the qualification of any voter except at the meetings 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.
- (2) Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.
72. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is of proxy signed or a notarized certified copy of that power of attorney or authority, shall be deposited at the 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 or proxy shall not be treated as valid.
73. An instrument appointing a proxy shall be in the form as prescribed in the rules made under Section 105 of the Act.
74. 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 share 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.

75. In the event that pledge agreement(s) executed/ to be executed by the Company and/or any of its members in respect of the shares of the Company is brought to the notice of the Company, the Company shall take on record such pledge agreement (as amended or supplemented) and further recognise all rights, privileges, benefits, interests, discretions and powers vested in and exercisable thereunder by the lenders or any person acting as security trustee/ agent on behalf of and/or for the benefit of such lenders (collectively, for the purposes of this Article only, the "**lenders**"), including but not limited to the right of such lenders in accordance with and subject always to terms of the pledge agreement: (i) to receive notices of all General Meetings,

meeting of the members or class of members or the creditors or class of creditors of the Company; (ii) to attend and vote at such meetings, subject to the terms of the pledge agreement; (iii) to transfer, sell or do any act as may be required for the enforcement of the security for purposes of recovery of the amounts due thereunder (upon the occurrence of an event of default). The Company shall not issue any new share certificates in respect of the shares of the Company so pledged or required to be so pledged in favour of the lenders or rematerialise the shares so pledged without the prior written consent of the lenders.

XVIII. DIRECTORS

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76. (1) **Management**

- (a) The management and operation of the Company will be overseen by the Board.
- (b) The Board shall be responsible for the appointment of the senior management of the Company, including the Chief Executive Officer and Chief Financial Officer in accordance with the provisions of the Act.
- (c) The Board shall be responsible for preparing and approving any business plan and/or budget for the Company from time to time, any amendments thereto, and the approval or ratification of any departure from the same.

(2) **Board**

- (a) The Board will be constituted in accordance with the Articles and proceedings of Directors will be carried out in accordance with the Articles.
- (b) Each person who is nominated for appointment as a Director by an Investor Shareholder shall be appointed by the Board and their appointment shall be subject to ratification by members at the General Meeting of the Company next held after such appointment. At such General Meeting, the Investor Shareholders will cast their votes in favour of the ratification of the appointment of such person as a Director.
- (c) Any Investor Shareholder (or Investor Shareholders) who removes a Director that it has nominated or whose nominated Director vacates office as a Director (or whose nominated Director has resigned), shall indemnify the other Investor Shareholder and the Company against any claim, whether for compensation for loss of office, wrongful dismissal or otherwise, which arises out of that Director ceasing to hold office.

77. Subject to the provisions of Sections 149 and 151 of the Act and these Articles, the number of Directors shall not be less than three (3) or more than fifteen (15), provided that the Company may appoint more than fifteen (15) Directors after passing a Special Resolution.

78. (1) Kesani shall be entitled, by notice in writing to the Company and the other Investor Shareholder, to nominate a maximum of four (4) Directors and to remove and replace each such nominees from time to time.
- (2) Rosneft Shareholder shall be entitled, by notice in writing to the Company and the other Investor Shareholder to nominate a maximum of four (4) Directors and to remove and replace such

nominees from time to time.

- (3) The providers of debt finance to the Company (other than the Investor Shareholders) shall be entitled as per the terms of their respective financing document, by notice in writing to the Company, to nominate 2 Director(s) and to remove and replace such nominee(s) from time to time.
79. The Directors of the Company are not required to hold any share in the Company as qualification share.
80. (1) Subject to the provision of Section 197 of the Act and other applicable provisions of the Act, the remuneration of each Director (other than Managing/Wholetime Director) shall be at such rate for each meeting of the Board or a Committee of Board attended by him, as the Board may from time to time determine. The Director shall be paid further remuneration, if any, either of the basis of a percentage of the net profits of the Company or otherwise, as the Company in General Meeting shall from time to time determine and such further remuneration shall be divided amongst 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 amongst the Directors equally.
- (2) The Board may in addition allow and pay to any Director who is not a bonafide resident of the place where a meeting of the Board or Committee or a General Meeting of the Company is held and who shall come to that place for the purpose of attending the meeting, such sum as the Board may consider fair compensation for his travelling, hotel, boarding, lodging and other expenses incurred in attending or returning from the meeting of the Board or any Committee thereof or General Meeting of the Company.
- (3) Subject to the limitation provided by the Act and this Article, if any Director shall be called upon to go or reside out of his usual place of residence on the Company's business or otherwise perform extra services in relation to the business of the Company, outside the scope of his ordinary duties, the Board may arrange with such Director for such special remuneration for such service either by way of salary, commission or the payment of a stated sum of money as they shall think fit, in addition to or in substitution of his remuneration above provided and all the Directors shall be entitled to be paid or reimbursed any travelling, hotel and other expenses incurred or to be incurred in connection with the business of the Company and also to be reimbursed all fees for filing any document which they may be required to file under the provision of the Act.
81. The Company may exercise the powers conferred on it by Section 88 of the Act with regards to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make such regulations as it

may think fit with respect to keeping any such register.

82. All cheques, promissory notes, drafts, hundies, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by the Managing Director or by such person and in such manner as the Company in, General Meeting or the Board shall from time to time by resolution determine.
83. 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 the purpose.
84. (1) Subject to the provisions of Sections 149, 161 and 169 and other applicable provisions (if any) of the Act and these Articles, the Board shall have power at any time and from time to time to appoint a person or persons as an Additional Director or Directors. Such Additional Director shall hold office only up to the date of the next Annual General Meeting of the Company, but shall be eligible for re-election at that meeting as a Director, provided that the number of Directors and the Additional Directors together, shall not exceed the maximum strength fixed by Article 77 hereof.
- (2) The Board may appoint an alternate director to act for a Director (hereinafter called the "**Original Director**") during his absence for a period of not less than three months, from India and such appointee whilst he holds office as an alternate director shall be entitled to receive notice of meetings of the Board and to attend and vote thereat accordingly. An alternate director so appointed shall not hold office as such for a period longer than that permissible to the Original Director, in whose place he has been appointed and shall vacate office if and when the Original Director returns to India. If the term of office of the Original Director is determined before he so returns to India as aforesaid, any provision for the automatic reappointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the Alternate Director. An Alternate Director shall be entitled to receive notice of all Board Meetings and of all Committee meetings of which his appointor is a member, to attend and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a member of the Board in his absence.
85. (1) Subject to the provisions of Sections 161 and 169 (6) and other applicable provisions (if any) of the Act, any casual vacancy occurring in the office of a Director whose period of office is liable to determine by retirement by rotation, may be filled up by the Board at a Board Meeting. Any person so appointed shall hold office only up to the date on which the Director in whose place he is appointed would have held office if the vacancy had not occurred. Provided however that, if the Director whose office shall

be so vacated, has been appointed by Rosneft Shareholder or Kesani, then the person who shall be appointed in his place by the Board as aforesaid, shall be a person appointed, approved or nominated by Rosneft Shareholder or Kesani, as the case may be.

- (2) A Director of the Company may be or become a director of any company promoted by the Company, or in which it may be interested as a vendor, member or otherwise, and subject to the provisions of the Act and these Articles, no such Director shall be accountable for any benefits received as director or member of such company.
 - (3) At the Annual General Meeting of the Company to be held every year, such number of Directors as required by the Act shall be liable to retire by rotation. A retiring Director shall be eligible for re-election and the Company, at the Annual General Meeting at which a Director retires in the manner aforesaid may fill up the vacated office by electing a person thereto. Subject to Section 152 of the Act and these Articles, the Directors to retire by rotation under Article 85(3) at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who become Directors on the same day, those who are to retire, shall in default of and subject to any agreement among themselves, be determined by lot.
86. Subject to the provisions of these Articles and the Act, if it is provided by the trust deed, securing or otherwise, in connection with any issue of debentures of the Company, that any person or persons shall have power to nominate a Director of the Company, then in the case of any and every such issue of debentures, the person or persons having such power may exercise such power from time to time and appoint a Director acceptable to the Company for and on behalf of the Debenture holders for such period as is therein provided not exceeding the period for which the debentures or any of them shall remain outstanding. Any Director so appointed is herein referred to as "Debenture Director". A Debenture Director may be removed from office at any time by the person or persons in whom for the time being is vested the power under which he was appointed and another Director may be appointed in his place. A Debenture Director shall not be bound to hold any qualification shares. A Debenture Director shall ipso facto vacate such office immediately after the money owed by the Company to the debenture holders is paid off or on satisfaction of the liability of the Company on this account.
87. (1) Subject to the Act and in accordance with Articles 87(2), 87(3) and 87(4), the Board shall appoint, at least two (2) Independent Directors and shall be entitled to remove and replace each such Independent Director from time to time subject to the provisions

of the Act. For this purpose a person is to be regarded as independent only if: (i) that person is independent under the Act, and (ii) has complied with the requirement that any such Independent Director shall have no connection or relationship with any Investor Shareholder or of its holding, subsidiary or associate entities (including, without limitation, any cross-directorship, relationship of employment, contractual or business relationship, shareholding or close family ties).

- (2) Any appointment of an Independent Director by the Board shall:
 - (i) have first been recommended to the Board by the Nomination Committee prior to such appointment; and
 - (ii) comply with the Act as to the eligibility and appointment of independent directors (including as to terms of appointment).
- (3) The appointment of any Independent Director by the Board shall be subject to members' votes ratifying such appointment at the General Meeting following such appointment.
- (4) Notwithstanding any other provision in these Articles, the appointment and removal of Independent Directors shall at all times be in compliance with the Act.

XIX. PROCEEDINGS OF BOARD

88. (1) The Board may meet for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, subject to the provisions of Section 173 of the Act.
- (2) Subject to Section 173 of the Act, except for the purpose of taking any action (approved by the Board) in an emergency or urgent situation, each Director shall be given at least seven days' notice, in writing (which includes by email) of any proposed Board Meeting and of the matters to be considered at such meeting. Such notice shall be sent to every Director at his address registered with the Company by hand delivery or by post or by electronic means. The Board shall meet as frequently as required.
- (3) Any one or more Directors may participate in and vote at Board Meetings by means of a video conference or any other audio visual means as may be prescribed under the Act, which is capable of recording and reorganizing the participation of such Director(s) and of recording and storing the proceedings of such meeting along with date and time. Any Director so participating in a Board Meeting shall be deemed to be present in person and shall count towards the quorum.

89. Resolutions and decisions of the Board shall be decided by a majority of the votes cast and each Director shall have one vote. In the case of an equality of votes the Chairman shall not have a second or casting vote.
90. Subject to provisions of the Act (including any disclosure requirements), no Director shall be entitled to vote on any matter at a Board Meeting in respect of an agreement or arrangement or proposed agreement or arrangement to which that Director is a party to and which may give rise to a personal conflict of interest on the part of that Director, and shall not be counted towards the quorum for such item. Such Director will be entitled to participate and vote on all other matters at such Board Meeting.
91. Subject to Section 174 and other applicable provisions (if any) of the Act, the quorum for a Board Meeting shall be one-third of its total strength (excluding Directors, if any, whose place 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. A Board Meeting for the time being, at which a quorum as aforesaid is present, shall be competent to exercise all or any of the authorities, powers and discretions by or under the Act or the Articles of the Company, for the time being vested in or exercisable by the Board generally.
92. (1) The Board shall be entitled, by a majority of votes cast, to appoint a Director to act as Chairman. The Chairman shall preside at any Board Meeting at which he is present. The appointment of the Chairman shall be for such period as the Board determines. If the Chairman ceases to hold office during his term, the Board shall be entitled to appoint another Director to fill that office for the remainder of the term. If no such Chairman is elected or if at any meeting the Chairman is not present within 5 (five) minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be the Chairman of the meeting.
- (2) Subject to applicable provisions of the Act, a resolution in writing signed by a majority of the Directors shall be as valid and effective for all purposes as a resolution passed by the Board at a meeting duly convened, held and constituted.

XX. COMMITTEE OF THE BOARD

93. (1) Subject to the restrictions under the provisions of the Act, the Board may delegate any of its powers to Committees consisting of atleast three (3) Directors, provided that (unless each of the Investor Shareholder mutually agree otherwise) such Committee contains one Director appointed by Rosneft Shareholder, one Director appointed by Kesani and one Independent Director.

- (2) Every Committee of the Board so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time, be imposed on it by the Board. All acts done by any such Committee of the Board in conformity with such regulations and in fulfillment of the purposes of their appointment but not otherwise shall have the like force and effect as if done by the Board. Subject to the provisions of the Act, the Board may from time to time fix the remuneration to be paid to any member(s) of their body constituting a Committee appointed by the Board in terms of these Articles and may pay the same.
 - (3) 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 preceding sub-clause of this Article.
 - (4) Subject to the provisions of the Act, these Articles and any conditions imposed by the Board, the proceedings of a Committee shall be governed by the provisions of these Articles regulating the proceedings of the Board, to the extent applicable.
94. (1) A Committee may elect a chairman of its meetings.
- (2) If no such chairman is elected, or if at any meeting the chairman is not present within 5 (five) minutes after the time appointed for holding the meeting, the members present may choose one of their number to be the Chairman of the meeting.
95. (1) A Committee may meet and adjourn as and when it thinks proper.
- (2) Resolutions and decisions of Committee 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 Chairman of the Committee shall not have a second or casting vote.
96. Subject to the provisions of the Act and these Articles, all acts done by any meeting of the Board or of a Committee thereof or by any person acting as a Director, shall, notwithstanding that it may afterwards be 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, or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act, or in these Articles, be as valid as if every such Director or 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 the Directors after their appointment had been shown to the Company to be invalid or to have terminated.

97. (1) No resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee, at their address registered with the Company by hand delivery or by post or by courier or through electronic means, and has been approved by a majority of such of the Directors or members who are entitled to vote on the resolution.
- (2) Save as otherwise expressly provided in the Act and these Articles, a resolution in writing, signed by the members of the Board or of a Committee thereof, in accordance with the provisions of Section 175, shall be as valid and effectual as if it had been passed at a meeting of the Board or Committee, duly convened and held.

XXI. POWERS OF DIRECTORS

98. Subject to the provisions of the Act and these Articles the control of the Company shall be vested in the Board who shall be entitled to exercise all such powers, and to do all such acts and things as the Company is authorised to exercise and do; provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act or by the Memorandum of the Company or by these Articles or otherwise, to be exercised or done by the Company in General Meeting.

Provided further that in exercising any such power or doing any such act or thing, the Board shall be subject to the provisions in that behalf contained in the Act or in the Memorandum of the Company or in these Articles, or in any regulations not inconsistent therewith and duly made thereunder, including regulations made by the Company in General Meeting and no such regulation shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

99. Subject to and in accordance with the provisions of the Act, the Board shall retain and employ such staff as may be necessary for carrying on the business of the Company. The salary or other remuneration of such staff shall be defrayed by the Company, and all or any of such staff be engaged exclusively for the Company or jointly with other concerns.
100. (1) Subject to the provisions of the Act and these Articles and without prejudice to the other powers conferred by these Articles, the Directors shall have the power from time to time, at their discretion, by a resolution passed at a Board Meeting and not by Circular Resolution to accept deposits from members, either as

advance on calls or otherwise and generally raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company provided that the total amount borrowed at any time together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's Bankers in the ordinary course of business) shall not, without the consent of the Company in General Meeting, exceed the aggregate of the paid-up Capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose. Such consent shall be obtained by passing a Resolution, as per provisions of the Act. which shall provide for the total amount up to which money may be borrowed by the Board. The expression "**Temporary loans**" in this Article mean loans repayable on demand or within six months from the date of the loan such as short term loans, cash credit arrangements, discounting of bills and the issue of other short term loans of seasonal character but does not include loans raised for the purpose of financing expenditure of a capital nature.

- (2) The Company and the members will cause the Company to comply with the provisions of the financing agreements entered into or to be entered with banks, financial institutions and other creditors providing fund based and non-fund based financial assistance to the Company, from time to time, and shall not take any action that is inconsistent with or which contravenes the provisions of such financing agreements.
 - (3) Subject to the provisions of the Act and these Articles, the Board may by a Resolution passed at the Board Meeting and not by Circular Resolution, raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit, and in particular, by the issue of bonds, perpetual or redeemable debentures or debenture-stock, or any mortgage, charge or other security on the undertaking or the whole or any part of the property of the Company (both present and future), including its uncalled capital for the time being.
101. If any uncalled capital of the Company is included in or charged by any mortgage or other security by the Board, the Directors shall, subject to the provisions of the Act and these Articles, make calls on the members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed or if permitted by the Act, may, by instrument under the Company's Seal authorise the person in whose favour, such mortgage or security is executed or any other person in trust for him to collect money in respect of calls made by the Board on members in respect of such uncalled capital and the provisions hereinbefore contained in regard to calls shall mutatis mutandis apply to calls made under such authority; and such authority may be made exercisable either conditionally or unconditionally, either presently or contingently and either to the exclusion of the Director's powers or otherwise and shall be assignable if expressed so to be.

102. Subject to the provisions of the Act and these Articles, debentures, bonds and other securities may be made assignable, free from any equities, between the Company and the persons to whom the same may be issued.
103. Subject to the provisions of the Act and these Articles, any debenture, bonds or other securities may be issued by the Company at a discount, premium or otherwise, with any special privileges as to redemption, surrender drawings, allotment of shares, appointment of Directors or otherwise. Debentures and bonds with right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in General Meeting and in compliance of the provisions of the Act.

XXII. MANAGING DIRECTOR, CHIEF EXECUTIVE OFFICER, MANAGER, SECRETARY AND CHIEF FINANCIAL OFFICER.

104. (1) Subject to the provisions of Section 203 and other applicable provisions of the Act and these Articles, the Board shall have the power to appoint from time to time Managing Director, Whole Time Director, Chief Executive Officer, Manager, Secretary, and Chief Financial Officer of the Company (collectively "**Key Managerial Personnel**") upon such terms and conditions and for such term as the Board deems fit and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places.
- (2) The remuneration of a Managing/Wholetime Director may be by way of monthly payment, or participation in profits, or by any or all of these modes or any other mode not expressly prohibited by the Act.
- (3) Subject to the provisions of the Act and these Articles, the Managing/Wholetime Director shall be subject to the same provisions as to qualifications, resignation and removal as the other Director of the Company and he shall ipso facto and immediately cease to be the Managing/Wholetime Director if he ceases to hold the office of Director for any cause whatsoever.
- (4) Subject to the provisions of the Act and to the terms of any Resolution of the Company in General Meeting or of any Resolution of the Board and to the terms of any contract with him, the Managing Director shall have the whole or substantially the whole, of the management, of the affairs of the Company, and shall, subject to the supervision and control of the Directors, establish policies in the management, administration and operation of the Company.

105. Subject to the provision of Sections 203 and 188 of the Act, a Director may be appointed as the Manager, Chief Executive Officer, Chief Financial Officer or Secretary of the Company.
106. A provision of the Act or these Articles requiring or authorising a thing to be done by a Director and the Manager, Chief Executive Officer, Chief Financial Officer or Secretary shall not be satisfied by its being done by the same person acting both as Director and as, or in place of, the Manager, Chief Executive Officer, Chief Financial Officer or Secretary.

XXIII. THE SEAL

107. (1) The Board shall provide for the safe custody of the Seal.
- (2) 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 one Director or Secretary or such other person as the Board may appoint for the purpose; and the Director or Secretary or other person aforesaid shall sign on every instrument to which the Seal of the Company is so affixed in his presence, subject to the provisions of Article 11 hereof, in respect of share certificates.
- (3) The Company may have an official Seal for abroad and exercise of such Seal shall be vested in the Board.

XXIV. DIVIDENDS AND RESERVES

108. Subject to the provisions of the Act, the Company in Annual General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
109. Subject to the provisions of Section 123 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.
110. (1) Subject to the provision of the Act, the Board may, before recommending any dividend, set aside out of the profits of Company such sums as it thinks proper as a reserve or reserves which shall, at the discretion to the Board, be applicable for any purpose to which the profits of the Company be properly applied, including provisions for meeting contingencies or for equalising dividends; and pending such application, may at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares in the

Company) as the Board may, from time to time, think fit.

- (2) The Board may also carry forward any profits which it may think prudent not to divide, without setting them aside as a reserve.
- 111. (1) 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 nominal 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 Article as paid on the share.
 - (3) Unless otherwise decided by the Board 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.
- 112. The Board may deduct from any dividend payable to any members all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares in the Company.
- 113. No unclaimed dividend shall be forfeited by the Board and all dividends remaining unpaid be dealt with in the manner as provided under the Act.
- 114. (1) Any dividend, interest or other moneys 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 or to such person and to such address as the holder or joint holders may in writing direct.
- (2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- 115. Any one of two or more joint holders of a share may give effectual receipts for any dividends, bonuses or other moneys payable in respect of such share.
- 116. 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.

117. No dividend shall bear interest against the Company except as provided under the Act.

XXV. ACCOUNTS

118. (1) Subject to these Articles and provisions of the Act, 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.
- (2) Subject to these Articles, 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 the Act or authorised by the Board or by the Company in General Meeting.

XXVI. CAPITALISATION OF PROFITS

119. (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 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 (2) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (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 amounts 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 fund may, for the purposes of these Articles be applied only in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

- (4) The Board shall give effect to the resolution passed by the Company in pursuance of these Articles.
120. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall:
- (a) Make all appropriations and application of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares; 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 it thinks fit, in 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, into an agreement with the Company providing for the allotment to them respectively credited as fully paid up, of any further shares to which they may be entitled upon such capitalisation or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amount remaining unpaid on their existing shares.
- (3) Any agreement made under such Authority shall be effective and binding on all such members.

XXVII. WINDING UP

121. (1) Subject to the provisions of the Act and rules made thereunder: If 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.
- (2) 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.
- (3) 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 as the liquidator, with the like sanction, shall

think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

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

Name, address, description and occupation of each subscriber	Number of equity shares taken by each	Signature of subscriber	Signature of witness and his name address description and occupation
PRASHANT RUIA, S/o SASHIKANT N. RULA 40 Biriduerd, Mumbai – 400 006. Business :	1 ONE	Sd/-	Sd/- SHOMA GHOSH, D/o Ajit Kumar Ghosh A/16, Everest Bldg., Tardeo Road, Tardeo, Bombay 400 034.
M.K. SRINIVASAN, S/o M.K. Rangacharian, 4-Framroz Court, Marine Drive, Mumbai - 21. Office Exexecutive:	1 ONE	Sd/-	
SINGANALLOOR VENKATRAMAN VENKATESAN S/o Singanalloor Venkatraman, 93-Beach Towers, P. Balu Marg, Mumbai - 25. Service:	1 ONE	Sd/-	
ANAND SONTHALIA S/o Govindprasad Sonthalia, Laxmi Niwas, J.B. Nagar, Mumbai - 59. Company Executive :	1 ONE	Sd/-	
V.G. RAGAVAN S/o S. Venkatraman, 41-D, Dalamal Park, Cuffe Parade, Mumbai. Service :	1 ONE	Sd/-	
BRIJ PRAKASH GOYAL S/o Sitaram Goyal, 163-Beach Towers, Prabha Devi, Mumbai - 25. Service:	1 ONE	Sd/-	
SURESH SUNDARAM S/o Capt. V. Sundaram, Flat 12 B, Block IV Jaldarshan, Napean Sea Road, Mumbai - 36.	1 ONE	Sd/-	
TOTAL	7 (Seven only)		

Dated: this 1st day of August, 1989.