

**THE COMPANIES ACT, 2013**  
**ARTICLES OF ASSOCIATION OF**  
**AXIS BANK LIMITED**

**(Incorporated under the Companies Act, 1956)**

**CHAPTER I – INTERPRETATION**

**Regulations in Table “F” not to apply generally**

1. 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 or addition to its regulations by a Special Resolution as prescribed by the Companies Act, 2013 (18 of 2013) be such as are contained in the Articles set out herein below, and the regulations in Table -F of Schedule I to the said Companies Act, 2013 (18 of 2013) shall not, except in respect of such of the matters for which no provisions exist in these Articles, apply to this Company.

**Definitions**

2. (A) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the meanings assigned to them respectively hereunder, namely:

**The “Act”**

- (i) The **-Act** means the Companies Act, 2013 (18 of 2013) and the Companies Act 1956, as applicable, including any statutory modification or re-enactment thereof for the time being in force;

**“Annual General Meeting”**

- (ii) **-Annual General Meeting** means a General Meeting of Members held in accordance with the provisions of the Act, and any adjourned holding thereof;

**The “Articles”**

- (iii) The **-Articles** means these Articles of Association;

**“Auditor”**

- (iv) The **-Auditor** means and includes a person appointed as such for the time being of the Company;

**The “Banking Act”**

- (v) The **-Banking Act** means the Banking Regulation Act, 1949 (10 of 1949) or any statutory modification or re-enactment thereof for the time being in force;

- (vi) **-Board** means the board of directors of the Company and **-Director** means any member of the Board;

**“Beneficial Owner”**

- (vii) **-Beneficial Owner** – shall mean the beneficial owner as defined under the Depositories Act, 1996;

### **“Books of Account”**

- (viii) **-Books of Account** includes records maintained in respect of:
- (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 receipts and payments and deposits and other moneys received including in relation to services provided and loans and other facilities granted by the Company;
  - (c) the assets and liabilities of the Company;
  - (d) items of cost as prescribed under the Said Acts; and
  - (e) such other items as may be determined in accordance with applicable law.

### **“Capital” or “Capital”**

- (ix) **-Capital** or **-Capital** – means the capital, for the time being, raised, or authorised to be raised, as the case may be, for the purpose of the Company, and includes, where the context so requires, paid up or subscribed capital of the Company;

### **“Chairman”**

- (x) **-Chairman** means the Chairman of the Board of the Directors, who functions in a Non-Executive capacity.

### **“Company” or “this Company”**

- (xi) The **-Company** or **-this Company** means AXIS Bank Limited;

### **“Companies Act, 1956”**

- (xii) **-Companies Act, 1956** means Companies Act, 1956, as amended (without reference to the provisions thereof that have ceased to have effect upon notification of the sections of the Companies Act, 2013 that have been notified by the Ministry of Corporate Affairs, Government of India, along with the relevant rules made thereunder;

### **“Companies Act, 2013”**

- (xiii) **-Companies Act, 2013**” means Companies Act, 2013, as amended, to the extent in force pursuant to the notification of the sections of the Companies Act, 2013 that have been notified by the Ministry of Corporate Affairs, Government of India, along with the relevant rules made thereunder;

### **“Depositories Act”**

- (xiv) **-Depositories Act** means the Depositories Act, 1996 and shall include any statutory modifications or re-enactment thereof for the time being in force;

### **“Depository”**

- (xv) **-Depository** shall mean a Depository as defined under the Depositories Act, 1996;

**“Dividend”**

(xvi) **“Dividend”** includes any interim dividend;

**-Equity Shares**

(xvii) **-Equity Shares** means the equity shares of the Company, presently having a face value of Rs. 2/- per equity share;

**“Extra-ordinary General Meeting”**

(xviii) **-Extra-ordinary General Meeting** means an extra-ordinary General Meeting of the Members duly called and constituted and any adjourned holding (s) thereof;

**-Financial Statements**

(xix) **-Financial Statements** in relation to the Company, includes:

- (a) a balance sheet as at the end of the Financial Year;
- (b) a profit and loss account,
- (c) cash flow statement for the Financial Year;
- (d) a statement of changes in equity, if applicable; and
- (e) any explanatory statement annexed to, or forming part of any document referred to hereinabove;

**“Financial Year”**

(xx) **-Financial Year** means the financial year of the Company, being 1 April of the current year to 31 March of the succeeding year;

**-Independent Director**

(xxi) **-Independent Director** shall have the meaning as prescribed under Section 149(6) of the Act and Regulation 16(b) of the Listing Regulations;

**“In writing” or “Written”**

(xxii) **-In writing** or **-Written** includes printing, lithography and other modes of representing or reproducing words in a visible form including computer print outs;

**-Key Managerial Personnel**

(xxiii) **-Key Managerial Personnel** means the persons as defined in Section 2(51) of the Act;

**“LIC”**

(xxiv) **-LIC** means a Corporation established under the Life Insurance Corporation Act, 1956;

**“Listing Regulations”**

(xxv) **“Listing Regulations”** mean the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended, along with the relevant circulars issued thereunder;

**“Managing Director”**

(xxvi) **“Managing Director”** means a whole-time director, including a whole time director who functions as the chief executive officer of the Company, and who, by virtue of these Articles or an agreement with the Company or a resolution passed in the General Meeting, or by the Board, is entrusted with substantial powers of management of the affairs of the Company and includes a director occupying the position of managing director, by whatever name called;

**“Member”**

(xxvii) **-Member** means a duly registered holder, for the time being, of the shares in the Company, and includes a subscriber to the Memorandum and Articles of Association of the Company and also every person holding Equity Share(s) and/or Preference Share(s) of the Company as also one whose name is entered as beneficial owner in the records of the Depository;

**“Meeting” or “General Meeting”**

(xxviii) **-Meeting** or **-General Meeting** means a general meeting of the Members held in accordance with the provisions of the Act;

**“Office” or “Registered Office”**

(xxix) **-Office** or **-Registered Office** means the registered office, for the time being, of the Company;

**“Paid up”**

(xxx) **-Paid-up** includes credited as paid up;

**“Persons”**

(xxx1) **-Persons** includes corporations and firms as well as individuals;

**“Principal Office”**

(xxxii) **-Principal Office** means an office of the Company which is responsible for submission of the returns under the Banking Act;

**“Proxy”**

(xxxiii) **-Proxy** means any person who is appointed by an instrument to attend and vote for a Member at a General meeting on a poll;

**“Register of Members”**

(xxxiv) **-Register of Members** means the register of Members to be kept pursuant to the Act and also includes records of the Depository maintained in any media as may be permitted by law including electronic media;

**“Regulatory Agencies”**

(xxxv) **-Regulatory Agencies** means any authority appointed under the Act or the Banking Act and includes the central government, Company Law Board, the Registrar or any other authority appointed under the Act and the RBI acting through any of its duly authorised officers under the Banking Act or any other authority authorised to exercise any powers under any other law for the time being in force;

**“RBI”**

(xxxvi) **-RBI** means the Reserve Bank of India established under the Reserve Bank of India Act, 1934 (2 of 1934);

**“Registrar”**

(xxxvii) **-Registrar** shall have the meaning assigned to it under the Act;

**The “Said Acts”**

(xxxviii) The **-Said Acts** means the Act and the Banking Act referred to collectively;

**“Secretary”**

(xxxix) **-Secretary** means a company secretary as defined in clause (c) of sub- section 2 of the Company Secretaries Act, 1980 who is appointed by a company to perform the functions of a company secretary under the Act;

**“Share”**

(xxxx) **-Share** means share in the share capital of the Company, and includes stock;

**“Special Resolution” and “Ordinary Resolution”**

(xxxxi) **-Special Resolution** and **-Ordinary Resolution** – shall have the meanings respectively assigned thereto in the Act;

\*\* (xxxii) Deleted

- (B) Any reference in these Articles to:-
- (a) Any gender, whether masculine, feminine or neuter, shall be deemed to be referring to the other gender or genders, as the case may be;
  - (b) Singular number be construed as referring to the plural number and vice versa;
  - (c) **-banking company** means any company which transacts the business of banking in India;
  - (d) **-year** shall be with reference to the calendar year; and
  - (e) **-month** shall be with reference to the calendar month.
- (C) The marginal notes and catch lines hereto shall not affect the construction or meaning hereof.
- (D) Save as aforesaid, any words or expressions defined in either of the Said Acts, but not defined in these Articles shall, unless inconsistent with the subject or context, bear the same meaning herein as assigned to them respectively in either of the Said Acts.

***\*\* clause amended pursuant to the resolution passed by the members of the Bank on April 28, 2023 through Postal Ballot notice dated March 27, 2023 and approval of the RBI vide letter dated June 9, 2023.***

## CHAPTER II - CAPITAL AND INCREASE AND REDUCTION OF CAPITAL

### Capital

3. (1) The Authorised Share capital of the Company is Rs. 850,00,00,000/- (Rupees Eight Hundred Fifty Crores only) divided into 425,00,00,000 (Four Hundred Twenty Five Crores) Equity Shares of Rs. 2/- (Rupees Two only) each. Subject to the provisions of the Act and these Articles, Shares (whether forming part of the original capital or of any increased capital of the Company) and whether or not classified may be issued either with the sanction of the Company in General Meeting or by the Board, as the case may be, with such rights and privileges annexed thereto and upon such terms and conditions, as by the General Meeting, or as the case may be, by the Board, sanctioning the issue of such Shares, be directed; and, if no such direction be given, and in all other cases, as the Board shall determine, and in particular such Shares may be issued with a preferential or qualified rights as to dividends and with special or without any right of voting and in the distribution of assets of the Company, without prejudice, however, to any rights and privileges already conferred on the holders of any Shares or class of Shares, for the time being, issued by the Company and any Preference Shares may be issued on the terms that they are or at the option of the Company are to be liable to be redeemed subject to provisions of the Act.

### Paid-up & Subscribed capital

- (2) The subscribed capital of the Company shall not, at any time, be less than one-half of the authorised share capital of the Company, and the paid-up share capital of the Company shall not be less than one-half of the subscribed share capital of the Company provided that when the capital is increased, the proportion between the subscribed share capital and the authorised share capital and the proportion between the paid-up share capital and the subscribed share capital as aforesaid may, however, be secured within such period as may be determined by the Reserve Bank not exceeding two years from the date of such increase.

### Shares under the control of the Directors

- (3) Subject to the provisions of the Said Acts and these Articles, the Shares in the capital of the Company, for the time being (including any Shares forming part of any increased capital of the Company), shall be under the control of the 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 at a discount, subject to compliance with the provisions of Section 53 and 54 of the Act, and at such times as they may, from time to time, think fit and proper, and with full power with the sanction of the Company in General Meeting to give to any person the option to call for or be allotted Shares of any class of the Company either at par or at a premium or subject as aforesaid at a discount such option being exercisable at such times and for such consideration as the Directors think fit.

### Power of General meeting to offer Shares to such persons as Company may resolve

4. (1) In addition to and without derogating from the powers for that purpose conferred on the Directors, and subject to the other provisions of these Articles, the Company in General Meeting may, subject to the provisions of Section 62 of the Act, determine to issue further shares out of the authorised but unissued capital of the company and may determine that any Shares (whether forming part of capital of the company and may determine that any Shares (whether forming part of the original capital or of any increased capital of the company) shall be offered to such persons (whether Members or holders of debentures of the Company or not) in such proportions and on such terms and conditions and either at a premium or at par or, subject to compliance with the provisions of the Said Acts, including Section 53 and 54 of the Act, at a discount, as such General Meeting shall determine and with full power to give to any person (whether a Member or holder of debentures of the Company or not) the option to call for or be allotted Shares of any class of the Company either at a premium or at par or

at a discount, such option being exercisable at such times and for such consideration as may be directed by such General Meeting, or the Company in General Meeting may, subject to the provisions of Section 62 of the Act, make any other provision whatsoever for the issue, allotment or disposal of any Shares. Subject to any direction given by General Meeting as aforesaid the provisions of Articles hereof shall apply to any issue of new Shares.

#### **Directors may allot Shares as fully paid-up**

- (2) Subject to the provisions of the Act and these Articles, the Directors may allot and issue Shares in the capital of the Company as payment or part payment for any property sold or transferred, goods or machinery supplied or for services rendered to the Company either in or about the formation or promotion of the Company or the conduct of its business and any Shares which may be so allotted may be issued as fully paid-up otherwise than in cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up Shares as aforesaid.

#### **Capital same as existing capital**

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

#### **Increase, sub-division and consolidation of Shares**

6. Subject to the provisions of the Act, the Company in General Meeting may, from time to time, alter the conditions of its Memorandum of Association so as to -
  - (a) Increase its authorized Share capital by such amount as it thinks expedient;
  - (b) Consolidate and divide all or any of its Share capital into Shares of larger amount than its existing Shares;
  - (c) Convert all or any of its fully paid up Shares into stock, and reconvert that stock into fully paid up Shares of any denomination;
  - (d) Sub-divide its Shares or any of them into Shares of smaller amount than is fixed by the Memorandum of Association of this Company, so however, that in the sub-division, the proportion between the amount paid and amount, if any, unpaid on each reduced Share shall be the same as it was in the case of the Share from which the reduced Share is derived; and
  - (e) Cancel Shares which at the date of passing of the resolution in that behalf have not been taken or agreed to be taken by any person, and diminish the amount of its Share capital by the amount of the Shares so cancelled.

#### **Modification of rights**

7. (1) 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 any class may, subject to the provisions of Section 48 of the Act and the other provisions of these Articles, and whether or not the Company is being wound up, be varied, modified, commuted, affected or abrogated, or dealt with, subject to the other provisions of these Articles and with the consent in writing of the holders of at least 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 Shares of that class and all the provisions hereinafter contained as to General Meeting shall, mutatis mutandis apply to every such meeting.

- (2) This Article shall not derogate from any power the Company would have if this Article were omitted.

### **CHAPTER III - SHARES AND SHARE CERTIFICATES**

#### **Preference Shares**

8. Subject to the provisions of the Said Acts, including Section 55 of the Act, the guidelines issued by the RBI from time to time and these Articles, the Company may issue Preference Shares on such terms and in such manner as the Company before the issue of such Preference Shares may determine, pursuant to a resolution.

Provided, in case of the issue of Preference Shares, in accordance with the guidelines issued by RBI from time to time, the class of Preference Shares, the extent of issue of each class of Preference Shares (whether perpetual or irredeemable or redeemable), and the terms and conditions subject to which each class of Preference Shares may be issued, shall be specified.

Provided further, that no holder of the Preference Shares, issued by the Bank, shall be entitled to exercise the voting right specified in clause (2) of Section 47 of the Act.

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

9. The Shares in the capital shall be numbered progressively according to their 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.

Provided that nothing in this Article shall apply to a Share held by a person, whose name is entered as holder of beneficial interest in such Share in the records of a Depository.

#### **Acceptance of Shares**

10. (1) An application signed by or on behalf of an applicant for Shares in the Company, followed by an allotment of any Share therein, shall be an acceptance of Shares within the meaning of these Articles.
- (2) Every person who thus or otherwise accepts any Shares of Members as also one whose name is entered as beneficial owner in the records of the Depository shall, subject to and for the purposes of these Articles, be a Member.

#### **Calls, etc. to be debt payable**

11. The money, if any, which the Board of Directors shall, on the allotment of any Shares being made by it, require or direct to be paid by way of deposit, call or otherwise, in respect of the Shares so allotted, shall immediately on the insertion of the name of the allottee in the Register of Members as also as beneficial owner in the records of the Depository as the holder of such Shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.

#### **Liability of Members**

12. Every Member shall pay to the Company the portion of the capital represented by his Share or Shares which may, for the time being remain unpaid thereon, in such amounts, at such time or times and in such manner, as the Board of Directors shall, from time to time fix, for the payment thereof.



### Share Certificates

13. (1) Every Member or allottee of Shares shall be entitled, without payment, to receive one or more certificates, specifying the name of the person in whose favour it is issued, the Shares to which it relates and the amount paid thereon, within two months from the date of 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 provide.
- (2) Such certificate shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or its fractional coupons of requisite value, save in cases of issues against letters of acceptance or letters 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 to seek supporting evidence and indemnity and the payment of out of pocket expenses incurred by the Company in investigating the evidence, as it may think fit.
- (3) When a Share is held in depository form, the record of the depository is the *prima facie* evidence of the interest of the beneficial owner.

### Issue of Shares Certificates

14. (1) Any two or more joint allottees of a Share 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 any one of such joint owners on behalf of all of them.
- (2) Subject to the provisions of the Act and the Companies (Share Capital and Debentures) Rules, 2014, or any statutory modification or re-enactment thereof, for the time being in force, every such certificate shall be signed by (a) two Directors duly authorized by the Board for the purpose or the committee of the Board, if so authorized by the Board; and (b) the Secretary or any person appointed by the Board for the purpose.
- Provided that if the composition of the Board permits of it, at least one of the aforesaid two Directors shall be a person other than a Managing Director or a whole-time Director.
- (3) A Director shall be deemed to have signed the Share certificate if his signature is printed thereon as a facsimile signature by means of any machine, equipment or other mechanical means, such as, engraving in metal or lithography, or digitally signed but not by means of a rubber stamp. Provided that the Director shall be personally responsible for permitting the affixation of his signature thus and the safe custody of such machine, equipment or other material used for the purpose.
- (4) The particulars of every Share certificate issued in accordance with Article 14(1) shall be entered into the Register of Members maintained in accordance with the Act along with the names of the persons to whom it has been issued, indicating the date of issue.
- (5) The Company shall keep and maintain the Register of Members in the manner as prescribed under the provisions of the Act and rules made thereunder. The Company shall also be entitled to keep in any country outside India, a branch Register of Member resident in that country.

The registers shall be maintained at the Registered Office of the Company unless a special resolution is passed in a General Meeting authorising the keeping of the Register at any other place within the city, town or village in which the Registered

Office is situated or any other place in India in which more than one-tenth of the total Members entered in the Register of Members reside.

- (6) The Company shall be entitled to dematerialise any or all of its Shares, debentures and other marketable securities pursuant to the Depositories Act and, subject to these Articles, to offer its Shares, debentures and other securities for subscription in a dematerialised form.

#### **Issue of Renewed or Duplicate Share Certificate**

15. (1) (a) 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 utilised, unless the certificate in lieu of which it is issued is surrendered to the Company.
- (b) The Company shall be entitled, but shall not be bound, to prescribe a charge not exceeding fifty rupees per certificate for issuing certificates due to splitting or consolidation of Share certificate/s or in replacement of Share certificate/s that are defaced or torn, old, decrepit, worn out or where the pages on the reverse have been utilised.
- (2) When a new Share certificate has been issued in pursuance of clause (1) of this Article, it shall state on the face of it, and against the stub or counterfoil to the effect that it is -issued in lieu of Share certificate No..... sub-divided / replaced/on consolidation of Shares.
- (3) If a Share certificate is lost or destroyed, a new certificate in lieu thereof shall be issued only with the prior consent of the Board or a committee of the Board if authorized by the Board, subject to any regulations imposed by the Board in this regard and on payment of such fee, not exceeding Rs. 50 as the Board may, from time to time fix, and on such reasonable terms, if any, as to evidence and indemnity and payment of out-of-pocket expenses incurred by the Company in investigating the evidence, as the Board thinks fit.
- (4) When a new Share certificate has been issued in pursuance of clause (3) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is -duplicate issued in lieu of Share certificate No..... The word -duplicate shall be stamped or punched prominently on the face of the Share certificate. Such certificate shall be issued within forty five days, from the date of submission of complete documents with the Company.
- (5) Where a new Share certificate has been issued in pursuance of clause (1) or clause (3) of this Article, particulars of every such Share certificate shall be entered in a Register of Renewed and Duplicate Certificates in the manner prescribed under the Companies (Shares and Debentures) Rules, 2014, indicating against the name(s) of the person(s) to whom the certificate is issued, the number and date of issue of Share certificate in lieu of which the new certificate is issued, and the necessary changes indicated in the Register of Members by suitable cross references in the -Remarksll column.

#### **Safe custody of blank Share certificate forms, books, etc.**

16. (1) All blank forms to be used for issue of Share certificate shall be printed and the printing shall be done only on the authority of a resolution of the Board.
- (2) The blank forms shall be consecutively machine-numbered and the forms and the blocks, engravings, facsimiles and hues relating to the printing of such forms shall be kept in the custody of the Secretary or such other person as the Board may appoint for the purpose.

- (3) The Secretary or the other person aforesaid shall be responsible for rendering an account of these forms to the Board.
- (4) The committee of the Board, if so authorised by the Board or the Secretary shall be responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of the Share certificates, including the blank forms of Share certificates, referred to in clause (1) of this Article:

All books referred to herein shall be preserved in good order and for such period and in such manner as prescribed under the Act and the Companies (Shares and Debentures) Rules, 2014.

#### **The first named of joint-holders deemed holder**

17. If any Share stands in the name of two or more persons, the person first named in the Register of Members shall, as regards receipt of dividends or bonus, or service of notices and all other matters connected with the Company, except voting at meetings, and the transfer of the Share, be deemed the sole holder thereof; but the other joint holder(s) of the same shall not be relieved of his/their obligations in respect of payment of all instalments and calls due on the Share and all incidents thereof in accordance with the Company's Regulations.

#### **Company not bound to recognise any interest**

18. (1) Except as ordered by a court of competent jurisdiction or as required by law, the Company shall not be bound to recognise any equitable, contingent, future or partial interest in the Shares, 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 persons who are from time to time, registered as the holders thereof; but the Board shall be at liberty, at its sole discretion, to register any Share in the joint names of any two or more persons or the survivor or survivors of them.
- (2) Shares may be registered in the name of an incorporated company or other body corporate but not in the name of a minor (except in a case where they are fully paid) or in the name of a person of unsound mind, or in the name of any firm or partnership.

#### **Funds of Company not to be applied in purchase of Shares**

19. Except to the extent allowed by Section 67 and 68 of the Act and the provisions of the Banking Act, no part of the funds of the Company shall be employed/lent for acquiring the Shares.

### **CHAPTER IV - CALLS AND INSTALLMENTS**

#### **Directors may make calls**

20. (1) The Board may, from time to time, subject to the terms on which any Shares may have been issued, and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by circulation) make such calls as it thinks fit upon the Members in respect of all moneys unpaid on the Shares held by them respectively, and each Member shall pay the amount of every call so made on him to the person, and at the times and places appointed by the Board.
- (2) A call may be revoked or postponed at the discretion of the Board.
- (3) A call may be made payable by instalments.

### **Notice of Calls**

21. Not less than fourteen days' notice 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**

22. 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 and may be required to be paid by installments.

### **Liability of joint holders**

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

### **Directors may extend time**

24. Subject to applicable law, the Directors may, from time to time, at their discretion, extend the time fixed for the payment of any call, and may extend such time as to the payment of any call for any of the Members; but no Member shall be entitled to such extension save as a matter of grace and favour.

### **Calls to carry Interest**

25. (1) If any Member fails to pay any call due from him on the date appointed for payment thereof, he shall pay interest thereon from the day appointed for the payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as shall, from time to time, be fixed by the Board.
- (2) The Board shall be at liberty to waive payment of any such interest wholly or in part.

### **Sum deemed to be calls**

26. 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 Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

### **Proof on trial of a suit for money due on Share**

27. Subject to the provisions of the Act and these Articles, on the trial or hearing of any suit, action or other proceeding brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his Shares, it shall be sufficient to prove:
- (a) That the name of the Member, in the respect of whose Shares the money is sought to be recovered, appears entered in the Register of Members or in the records of the Depository as the holder, 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;
- (b) That the resolution making the call is duly recorded in the Minute Book; and
- (c) That the notice of such call was duly given to the Member or his representatives sued in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the meeting of the Board at which any call was made, nor that the meeting at which

any call was made was duly convened or constituted nor any other matter whatsoever, but the proof of the matter aforesaid shall be conclusive evidence of the debt.

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

28. (a) The Board may, if it thinks fit, agree to receive from Members, willing to advance the same, all or any part of the amounts of their respective Shares beyond the sums actually called up, and upon the moneys so paid in advance, may (until the same would, but for such advance, become presently payable) pay interest at such rate, as may be agreed upon between the Board and the member paying the sum in advance as prescribed under applicable law, unless the Company may otherwise determine in a General Meeting.

Provided that any amount paid up in advance of calls on any Shares may carry interest but shall not in respect thereof confer a right to dividends or to participate in profits.

- (b) 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 the Member three months' notice in writing.
- (c) 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, become presently payable.

#### **CHAPTER V - LIEN**

##### **Company to have lien on Shares**

29. The Company shall have a first and paramount lien upon all the Shares (other than fully paid-up Shares) registered in the name of each member (whether solely or jointly with others) but shall be restricted to moneys called or payable at fixed time in respect of such Share 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 Shares shall be created.

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 Directors may at any time declare any Shares wholly or in part to be exempt from the provisions of this clause.

##### **Enforcing Lien by Sale**

30. (1) For the purpose of enforcing such lien, the Board may sell the Shares subject thereto in such manner as it shall think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such Shares and may authorise one of their number to execute a transfer thereof on behalf of and in the name of such Member.

Provided that no such 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.
- (2) To give effect to any such sale, the Board may authorise some person to transfer the Shares sold to the purchaser thereof.

- (3) The purchaser shall be registered as the holder of the Shares comprised in any such transfer.
- (4) 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 of Shares**

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

### **CHAPTER VI - FORFEITURE OF SHARES**

#### **If money payable on Share not paid, notice to be given to Members**

32. If any Member fails to pay any call or instalment of a call, on or before the day appointed for the payment of the same or any such extension thereof, the Board of Directors may, at any time thereafter during such time as the call or instalment remains unpaid, serve 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.

#### **Notice of forfeiture/Forfeiture**

33. (1) The notice shall name a day (not being less than fourteen days from the date of service of the notice) and a place or places on and at which such call or installment and such interest as from the day on which such call or installment ought to have been paid and expenses as aforesaid are to be paid.
- (2) The notice shall also state that, in the event of the non-payment at or before the time and at the place appointed, the Shares, in respect of which call was made or installment is payable, will be liable to be forfeited.
- (3) Such forfeiture shall include all dividends declared in respect of the forfeited Shares and not actually paid before the forfeiture provided that there shall be no forfeiture of unclaimed dividends before the claim becomes barred by law.

#### **Judgment etc. not to preclude the Company to enforce forfeiture**

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

#### **Notice of forfeiture**

35. If the requirements of any such notice 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.

#### **Omission to give notice not to invalidate forfeiture**

36. 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 Members, or in the

records of the Depository 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.

#### **Forfeited Share to be the property of the Company**

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

#### **Member liable notwithstanding forfeiture**

38. (1) 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, as the Board may determine and the Board may enforce the payment thereof, if it thinks fit, but shall not be under any obligation to do so.
- (2) The liability of such person shall cease if and when the Company shall have received payment in full of all such money in respect of the Shares.

#### **Forfeiture to involve extinction of all interest etc.**

39. 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 and all other rights incidental to the Share, except only such of those rights as by these Articles are expressly saved.

#### **Validity of sale on forfeiture**

40. (1) Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board of Directors may appoint some person to execute an instrument of transfer of the Shares sold and may cause the purchaser's name to be entered in the Register of Members or in the records of the Depository in respect of the Shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the Register of Members or in the records of the Depository in respect of such Shares, the validity of the sale shall not be impeached by any person.
- (2) Upon any such sale, re-allotment or other disposal under the above clause, the certificate or certificates originally issued in respect of the Shares sold 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 person or persons entitled thereto.

#### **Power to annul forfeiture**

41. The Board of Directors 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.

### **CHAPTER VII - TRANSFER AND TRANSMISSION OF SHARES**

#### **Transfer**

42. Subject to the provisions of these Articles, a Member may, at any time, transfer all or any part of the Shares held by him, to any person.

### **Form of transfer**

43. The instrument of transfer of any Share shall be in writing in the form prescribed under the Act.

### **To be executed by Transferor and Transferee**

44. Every such instrument of transfer shall be executed by or on behalf of both the transferor and the transferee other than the transfer between persons both of whose names are entered as holders of beneficial interest in the records of the Depository, Such instrument of transfer shall be 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 or in the records of the Depository in respect thereof.

### **Transfer to be delivered with evidence of title**

45. Every instrument of transfer shall be delivered within a period of sixty days from the date of execution to the Company duly stamped for registration accompanied by the relevant Share certificate(s) or if no such certificate is in existence, along with the letter of allotment and such evidence as the Board 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 may, 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.

### **Application for transfer**

46. (1) An application for registration of a transfer of the Shares in the Company may be made either by the transferor or the transferee.
- (2) Where the application is made by the transferor and relates to partly paid Shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the receipt of the notice.
- (3) For the purposes of 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 in the ordinary course of post.

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

47. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of Shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable 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 thereto if the Board of Directors shall so think fit.

### **Death, insolvency or liquidation**

48. In the case of death, insolvency, liquidation, dissolution or winding up of any one or more of the persons named in the Register of Members or in the records of the Depository as the joint holders of any Share, subject to the other provisions of these Articles, the Company shall not be bound to recognise any person(s) other than the surviving or remaining holder/s.



### **Registrations of persons entitled to Shares otherwise than by transfer**

49. Any person becoming entitled to Shares in consequence of death, insolvency, dissolution, winding-up or liquidation 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 it shall not be under any obligation to give and subject to the other provisions of these Articles, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or his title, as the Board thinks sufficient, be registered as the holder of the Shares subject to the provisions of the Act, and the Articles.

### **Fees on transfer or transmission**

50. The Company shall not levy any charge for the following:
- (a) For registration of transfer of Shares and Debentures.
  - (b) For sub-division of renounceable Letters or Right;
  - (c) For registration of any Power of Attorney, Probate, Letters of Administration or similar other documents. However, the Company may charge fees, as may be decided by its Board of Directors from time to time, but not exceeding those which may be agreed upon with the recognised Stock exchanges, Depositories or any other Regulatory authorities.
  - (d) For issue of new certificates in replacement of those that are torn, defaced, lost or destroyed;
  - (e) For sub-division and consolidation of Share and Debenture Certificates and for sub-division of Letters of Allotment, split, consolidation, Renewal and Pucca Receipts into denomination other than those fixed for the market units of trading.

### **Registration of transfer of Shares**

51. Subject to the provisions of the Said Acts and Securities Contracts (Regulation) Act, 1956, the Board of Directors, in its absolute discretion, shall be entitled to refuse registration of transfer of any Shares or interest of a member therein or Debentures.

Provided that registration of transfer shall not be refused on the ground of transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever, except the lien on Shares.

52. The acquisition of Shares by a person / group which would take his/ its holding to a level of five per cent or more of the total paid up capital of the Company (or such other percentage as may be prescribed by the RBI from time to time) shall be with the prior approval of RBI.
53. The Board shall have power to close the transfer books or such other equivalent records in the manner as prescribed under applicable Law.
- (a) Notwithstanding anything contained in these Articles, in the case of transfer of Shares or other marketable securities, where the Company has not issued any certificates and where such Shares or securities are being held in an electronic and fungible form, the provisions of the Depositories Act shall apply.

Provided that in respect of the Shares, debentures and other marketable securities held by the Depository on behalf of a beneficial owner as defined in the Depositories Act, Sections 153, 153A, 153B, 187B, 187C and 372 of the Act shall not apply.

## CHAPTER VIII - BORROWING POWERS

### Powers of Board to Borrow

54. Subject to the provisions of these Articles, the Directors may, from time to time, by a resolution passed at a meeting of the Board and not by circulation, borrow moneys generally for the purpose of the Company.

Provided that the Board may, by a resolution passed at a meeting, delegate to any committee of the Board, the Managing Director, the Manager or any other principal officer of the company or in the case of a branch office of the company, the principal officer of the branch office, the power to borrow monies on such conditions as it may specify.

Provided further that the Directors shall not borrow moneys, where moneys to be borrowed together with the moneys already borrowed by the Company, apart from temporary loans obtained in its ordinary course of business and except as otherwise provided hereafter, shall 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.

Provided, however, that –

- (i) Nothing contained hereinabove shall apply to any sums of moneys borrowed by the Company from any other banking companies or from the Reserve Bank, State Bank of India or any other banks established by or under any law for the time being in force; and
- (ii) Acceptance by the Company in the ordinary course of business of deposits of moneys shall not be deemed to be borrowing of moneys by the Company for the purpose aforesaid.

### Conditions on which money may be borrowed

55. Subject to the provisions of the Said Acts and these Articles the Directors may raise and secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds, or redeemable debentures or debenture-stock, or any mortgage or charge or other security on the undertaking of the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

Provided however that the Company shall not create:

- (i) Charge upon any unpaid capital of the Company;
- (ii) a floating charge on the undertaking or any property of the Company or any part thereof unless the creation of such floating charges is certified in writing by the RBI as provided in the Banking Act.

### Bonds, Debentures, etc. to be subject to control of Directors

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

### Securities may be assignable free from equities

57. Debentures, debenture-stock, bonds or other securities may, subject to the provisions of these Articles, be made assignable free from any equities between the Company and the person to whom the same may be issued.

**Issue at discount, etc. or with special privileges.**

58. Subject to the provisions of the Said Acts and these Articles and other applicable Laws, any bonds, debentures, debenture-stock or other debt securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of Shares, appointment of Directors and otherwise.

Provided that debentures with the right to convert such debentures into Shares, shall not be issued unless the terms of issue of such debentures is approved by a special resolution passed by the Company in a General Meeting.

**CHAPTER IX - MEETING OF MEMBERS**

**General Meetings**

59. (1) The Company shall in each Financial Year hold in addition to any other meetings a General meeting as its Annual General Meeting and shall specify the Meeting as such in the notices calling it; and not more than fifteen months shall lapse between the date of one Annual General Meeting of the Company and that of the next.

Provided that in case of the first annual general meeting, it shall be held within a period of nine months from the date of closing of the first financial year of the company and in any other case, within a period of six months, from the date of closing of the financial year.

Provided also that the Registrar may, for any special reason, extend the time within which any annual general meeting, other than the first annual general meeting, shall be held, by a period not exceeding three months.

- (2) Every Annual General Meeting shall be called for a time during business hours, that is, between 9 a.m. and 6 p.m. on any day that is not a national holiday and shall be held either at the Registered Office or at some other place within the city, town or village in which the Registered office is situated
- (3) Every Member of the Company shall be entitled to attend every General Meeting 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 such Auditor. The proxy register with proxies and the register of Directors' shareholdings shall remain open and accessible during the meeting. Provided however in case of inspection of proxy register not less than three days' notice in writing of the intention so to inspect is given to the company.

**Calling of extra ordinary general meeting on requisition**

60. (1) The Board may, whenever it deems fit, call an extraordinary general meeting of the Company. The Board shall, on the requisition, in writing or through electronic mode, of such number of Members of the Company as is specified in clause (4) of this Article forthwith proceed to call an Extra-Ordinary General Meeting either at the Registered Office or at some other place within the city, town or village in which the Registered Office of the Company is situated.
- (2) 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.
- (3) The requisition may consist of several documents in like form, each signed by one or more requisitionists.
- (4) The number of Members entitled to requisition an Extra-Ordinary General Meeting in regard to any matter shall be such number, who have on the date of receipt of the

requisition not less than one-tenth of such of the paid-up capital of the Company as at that date carries the rights of voting.

- (5) If the Board does not, within twenty-one days from the date of receipt of a valid requisition in regard to any matters, proceed duly to call an Extra-Ordinary General Meeting for the consideration of those matters on a day not later than forty-five days from the date of receipt of such requisition, the Extra-Ordinary General Meeting may be called and held by the requisitionists themselves.

**Explanation :-** For the purposes of this 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 the Act.

- (6) A meeting called under clause (5) by the requisitionists or any of them-
- (a) shall be called in the same manner, as nearly as possible as that in which Meetings are to be called and held by the Board; but
  - (b) shall not be held after the expiration of three months from the date of the requisition.
- (7) Where two or more persons hold any Share or interest in the Company jointly, a requisition, or a notice calling a Meeting, signed by one or some 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 the failure of the Board duly to call a Meeting shall be repaid to the requisitionists by the Company; and any sum so repaid shall be retained by the Company out of any sums 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.
- (9) A meeting called by the requisitionists shall be convened only on a working day.
- (10) The notice calling Extra- Ordinary Meeting shall specify the place, date, day and hour of the meeting and shall contain the business to be transacted at the meeting.
- (11) No explanatory statement as required under relevant provisions of Companies Act, 2013 need be annexed to the notice of an extraordinary general meeting convened by the requisitionists and the requisitionists may disclose the reasons for the resolution(s) which they propose to move at the meeting.
- (12) The notice of the meeting shall be given to those Members whose names appear in the Register of Members of the Company within three days on which the requisitionists deposit with the Company a valid requisition for calling an extraordinary general meeting.
- (13) Where the meeting is not convened, the requisitionists shall have a right to receive list of Members together with their registered address and number of Shares held and the Company concerned is bound to give a list of members together with their registered address made as on twenty first day from the date of receipt of valid requisition together with such changes, if any, before the expiry of the forty-five days from the date of receipt of a valid requisition.
- (14) The notice of the meeting shall be given by speed post or registered post or through electronic mode. Any accidental omission to give notice to or the non-receipt of such notice by, any Member shall not invalidate the proceedings of the meeting.

### **Twenty-one days' notice of Meeting to be given**

61. (1) Notice of at least clear twenty-one days for every General Meeting, specifying the day, place and hour of the Meeting, and the general nature of the business to be transacted thereat, shall be given in the manner hereinafter provided, to such persons as are under the relevant provision of the Act and under these Articles entitled to receive the notice from the Company.

Provided that a General Meeting may be called after giving a shorter notice if consent is given in writing or by electronic mode by not less than ninety five per cent of the Members entitled to vote at such meeting

- (2) In the case of an Annual General Meeting, any business other than (i) the consideration of the stand alone and consolidated Financial Statements of the Company and the reports of the Board and the Auditors thereon, (ii) the declaration of any dividend, (iii) the appointment of Directors in the place of those retiring, and (iv) the appointment of, and the fixing of the remuneration of, the Auditors, shall be deemed special and in case of any other meeting, all business shall be deemed special, and there shall be annexed to the notice of the Meeting a statement setting out all material facts concerning each such item of special business, namely:-
- (a) the nature of the concern or interest, financial or otherwise, if any, in respect of each items of- -
- (i) every Director and the Manager, if any
- (ii) every other Key Managerial Personnel; and
- (iii) relatives of persons mentioned in sub clause (i) and (ii).
- (b) any other information and facts that may enable members to understand the meaning, scope and implications of the items of business and to take decision thereon.
- (3) Where any such item of special business relates to, or affects any other company, the extent of shareholding interest in that other company of every promoter, Director and the Manager, if any, and of every Key Managerial Personnel of the Company shall also be set out in such statement if the extent of such shareholding interest is not less than two per cent of the paid-up Share capital of that other company.
- (4) 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 proceedings**

62. The accidental omission to give any such notice to, or the non-receipt of notice by any Member or other person who is entitled to such notice for the Meeting shall not invalidate any proceedings at the Meeting.

### **Notice of business to be given**

63. No items of business other than those specified in the Notice and those specifically permitted under the Act shall be taken up at the Meeting.

### **Quorum at General Meeting**

64. (1) The quorum for a General Meeting shall be as follows;
- (a) Five Members personally present if the number of Members as on the date of the meeting is not more than one thousand;

- (b) Fifteen Members personally present if the number of Members as on the date of the meeting is more than one thousand but up to five thousand;
  - (c) Thirty Members personally present if the number of Members as on the date of the meeting exceeds five thousand.
- (2) A body corporate, being a Member, shall be deemed to be personally present if represented in accordance with provisions of the Act.

**If quorum not present at the General Meeting**

65. (1) If, at the expiration of half an hour from the time appointed for the General Meeting, a quorum shall not be present, the Meeting, if convened by or upon the requisition of General Members shall stand cancelled. In any other case, it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Board may determine.
- (2) If quorum not present, General Meeting to be dissolved or adjourned. If, at such adjourned General Meeting also a quorum is not present, within half an hour from the time appointed for the General Meeting, the Members present, shall be the quorum, and may transact the business for which the General Meeting was called.

Provided that in case of an adjourned General Meeting or of a change of day, time or place of meeting, the Company shall give not less than three days notice to the Members either individually or by publishing an advertisement in the newspaper (one in English and one in vernacular language) which is in circulation at the place where the Registered Office of the Company is situated.

**Chairman of General Meeting**

66. (1) The Chairman, if any, of the Board of Directors shall preside as Chairman, at every General Meeting, whether Annual or Extra-ordinary.
- (2) If, at any Meeting the Chairman shall not be present within fifteen minutes of the time appointed for holding such Meeting, or shall decline to take the chair, or if no Director has been so designated, the Directors present at the Meeting shall elect any one of themselves to be the Chairman of the Meeting. If no Director is present within fifteen Minutes after the time appointed for holding the Meeting, or if no Director is willing to take the chair, the Members present shall elect, on a show of hands, one of themselves to be the Chairman of the Meeting, unless otherwise provided in these Articles.

**Business confined to election of Chairman whilst chair vacant**

67. (1) No business shall be discussed at any General Meeting except the election of Chairman, whilst the chair is vacant.
- (2) If a poll is demanded on the election of the Chairman, it shall be taken forthwith in accordance with the provisions of the Act and these Articles. The Chairman so elected on a show of hands shall continue to be the Chairman of the meeting until some other person is elected as Chairman as a result of the poll and exercise all the powers of the Chairman under the Act and these Articles.
- (3) If some other person is elected Chairman as a result of the poll he shall be the Chairman for the rest of the Meeting.

**Chairman with consent may adjourn Meeting**

68. (1) The Chairman, with the consent of the Meeting may adjourn any Meeting, from time to time, and from place to place but no business shall be transacted at any adjourned

Meeting other than the business left unfinished at the Meeting from which the adjournment took place.

**(2) Notice to be given where a meeting adjourned for 30 days or more**

When a Meeting is adjourned for 30 days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.

**Questions at General Meeting how decided**

69. (1) At any General Meeting, a resolution put to the vote of the General Meeting shall, unless a poll is demanded or the voting is carried out electronically, be decided on a show of hands.
- (2) A declaration by the Chairman of the General Meeting of the passing of a resolution or otherwise by show of hands and an entry to that effect in the books containing the minutes of the General Meeting shall be conclusive evidence of the fact of passing of such resolution or otherwise,
- (3) Before or on the declaration of the result of the voting on any resolution on a show of hands, a poll may be ordered to be taken by the Chairman of the General Meeting of his own motion and shall be ordered to be taken by him on a demand made in that behalf by any Member or Members present in person or by proxy, where allowed, and having not less than one-tenth of the total voting power or on which an aggregate sum of not less than five lakh rupees or such amount as may be prescribed has been paid-up. The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

**Postal Ballot**

70. (1) Notwithstanding anything contained in the Act, a company—
- (a) shall, in respect of such items of business as the Central Government may, by notification, declare to be transacted only by means of postal ballot; and
- (b) may, in respect of any item of business, other than ordinary business and any business in respect of which Directors or Auditors have a right to be heard at any meeting, transact by means of postal ballot, in such manner as may be prescribed, instead of transacting such business at a General Meeting.
- (2) If a resolution is assented to by the requisite majority of the Members by means of postal ballot, it shall be deemed to have been duly passed at a General Meeting convened in that behalf.

**Chairman's casting vote**

71. In the case of equality of votes, the Chairman shall, whether on a show of hands, or electronically or on a poll, as the case may be, have a casting vote in addition to the vote or votes to which he may be entitled as a Member.
72. A poll demanded on any question other than adjournment of the meeting or appointment of Chairman shall be taken at such time, not being later than forty-eight hours from the time when the demand was made, as the Chairman of the meeting may direct. Subject to the provisions of the Act, the Chairman of the meeting shall have power to regulate the manner in which the poll shall be taken. The result of the poll shall be deemed to be the decision of the General Meeting on the resolution on which the poll was taken.

### **Scrutineers at poll**

73. (1) Where a poll is to be taken, the Chairman of the General Meeting shall appoint such number of persons, as he deems necessary, to scrutinize the poll process and votes given on the poll and to report thereon to him in the manner as may be prescribed from time to time.

### **In what case poll taken without adjournment**

74. A poll demanded for adjournment of the General Meeting or appointment of Chairman of the General Meeting shall be taken forthwith.

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

75. 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.

## **CHAPTER X - VOTES OF MEMBERS**

### **Members in arrears not to vote**

76. No member shall be entitled to vote either personally or by proxy for another Member, at any General Meeting or at any Meeting of a class of shareholders, either upon a show of hands, or upon a poll, in respect of any Shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has, and has exercised, any right of lien.

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

77. Subject to the provisions of these Articles, and without prejudice to any special privileges or restrictions as to voting, for the time being attached to any class of Shares for the time being forming part of the capital of the Company, every Member, not disqualified by the last preceding Article, shall be entitled to be present, and to speak and vote at such Meeting, and on a show of hands every Member present in person shall have one vote and upon a poll every Member present in person or by proxy shall have the right to vote (in proportion to his Share of the paid up equity capital of the Company), in accordance with the provisions of applicable law, provided, however, if any preference shareholder be present at any Meeting of the Company, save as provided in the Act, he shall have a right to vote only on Resolutions placed before the Meeting which directly affect the rights attached to his Preference Shares.

Provided that the voting rights on a poll shall be exercised by a Member subject to such restrictions and limitations as may be prescribed by or under the Banking Act.

### **Votes of Joint Members**

78. 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. For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.

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

79. Subject to the provisions of these Articles, votes may be given by Members either in person or by proxy.

### **Appointment of proxy**

80. (1) The instrument appointing a proxy shall –  
(a) be in writing; and



- (b) be signed by the appointer or his attorney duly authorised in writing or, if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it.
- (2) The proxy so appointed shall not have any right to speak at the Meetings and shall not be entitled to vote except on a poll.

### **Voting at General Meetings**

- 81. A Member may exercise his right to vote at any General Meeting by electronic means in accordance with the provisions of Section 108 of the Act and the rules made thereunder, as amended from time to time and the Company may pass any resolution by an electronic voting system in accordance with the provisions of the Companies (Management and Administration) Rules, 2014.

### **Voting on a show of hands**

- 82. No proxy shall be entitled to vote on a show of hands. The representative of a body corporate appointed in terms of the Act, however, shall have a vote on a show of hands.

### **Deposit of Instrument of appointment of proxy etc.**

- 83. 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 or authority, shall be deposited at the Registered Office 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.

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

- 84. 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.

### **Time for objection to the validity of votes**

- 85. No objection shall be raised to the qualification of the voter or to the validity of any vote, except at the Meeting or at the adjourned Meeting or on a poll at which such vote shall be given or tendered, and every vote whether given personally or by proxy, not disallowed at such Meeting or adjourned Meeting or poll shall be deemed valid for all purposes of such Meeting or poll whatsoever.

### **Chairman of any Meeting to be the judge of validity of any vote**

- 86. The Chairman of any Meeting shall be the sole judge of the validity of every vote given or tendered at such Meeting. The Chairman present at the time of taking of a poll shall be the sole judge of the validity of every vote tendered at such poll. In case of ambiguity about the validity of a proxy, the Scrutinizers shall decide the validity in consultation with the Chairman.

### **Minutes of General Meetings and Inspection**

- 87. (1) The Company shall cause minutes of all proceedings of every General Meeting to be kept by making within thirty days of the conclusion of every such Meeting, 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 by the Chairman of the same Meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within this 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) (i) Nothing herein contained shall require or 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 proceedings; or
  - (c) is detrimental to the interests of the Company.
 (ii) The Chairman of the Meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds.
- (7) Any such minutes shall be evidence of the proceedings recorded therein.
- (8) (i) The books containing the minutes of the proceedings of any General Meeting shall be kept at the Registered Office and shall be open during business hours, for a period of two hours in the aggregate in each day, to the inspection of any Member without charge.
 (ii) Any Member shall be entitled to be furnished, within seven days after he has made a request in that behalf to the Company, with a copy of any minutes referred to in sub-clause (1) on payment of such sum as may be prescribed under the Act.

#### **Maintenance and inspection of documents**

- 88. Without prejudice to any provisions of the Act, any document, record, register, minutes, etc. required to be kept by the Company or allowed to be inspected copies to be given to any person by the Company under the Act, may be kept or inspected or copies given, as the case may be, in electronic form or in such form and manner as may be prescribed under the Act.

### **CHAPTER XI - DIRECTORS**

#### **Number of Directors**

- 89. (1)\* Until otherwise determined by a General Meeting the number of Directors shall be not less than three and not more than fifteen.
- (2) The Board shall be constituted in such manner as may be prescribed under applicable law, including such number of Independent Directors and Woman Directors as may be prescribed under the Act and the Listing Regulations.

*\* clause amended pursuant to RBI letters dated June 9, 2023 and October 11, 2023 and the resolution passed by the members of the Bank on December 1, 2023 through Postal Ballot notice dated October 26, 2023.*

## Directors

90. (1) The Board of Directors of the Company shall include:

- a) The Chairman, duly appointed by the Board of Directors of the Company by means of a resolution passed at its meeting, specifying the period for which he shall hold office and the terms and conditions relating to such appointment including remuneration;

If no such Chairman is appointed as above, or if at any meeting the Chairman is not present within five minutes after the time appointed for commencement of the meeting, the directors present may choose one amongst them to be the Chairman of the meeting.

- b) The Managing Director in whole time employment of the Company appointed by the Board of Directors of the Company and who shall not be liable to retire by rotation;
- c) \*One Director nominated by Life Insurance Corporation of India (LIC).
- d) The Company may, subject to applicable law, including the provisions of the Act, enter into agreement with any Government or body corporate, holding such percentage of paid-up Shares of the Company as the Board of Directors may fix, that it shall have the right to appoint its nominee as Director on the Board of Directors of the Company upon such terms and conditions as the Board of Directors of the Company may in its sole and absolute discretion deem fit.
- \*\*e) One person nominated by the debenture trustee(s), only in case of events specified under clause (e) of sub-regulation (1) of regulation 15 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended, from time to time.

Provided that such person nominated by the debenture trustee(s), be appointed on the Board within a period of one month from the date of receipt of nomination from the debenture trustee.

### Retirement by Rotation of Directors and Reconstitution of Directors

- (2) At every Annual General Meeting of the Company one-third of such of the Directors for the time being as are liable to retire by rotation or if their number is not three or a multiple of three, the number nearest to one-third shall retire from office.

Not less than two-thirds of the total number of Directors shall be persons whose period of office is liable to determination by retirement of Directors by rotation. Provided that the Independent Directors appointed pursuant to the provisions of the Companies Act, 2013 shall not be liable to retire by rotation under this Article nor shall they be included in calculating the total number of Directors of whom one third shall retire from office under this Article. In these Articles a -retiring Directorll, means a Director retiring by rotation

- (3) The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment but as between the persons who became 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.
- (4) A retiring Director shall be eligible for reappointment.
- (5) At the Annual General Meeting at which a Director retires as aforesaid, the Company, subject to these Articles, may fill up the vacancy by appointing the retiring Director or some other person thereto.

*\* clause amended pursuant to the resolution passed by the members of the Bank on April 28, 2023 through Postal Ballot notice dated March 27, 2023 and approval of the RBI vide letter dated June 9, 2023.*

*\*\* clause amended pursuant to the resolution passed by the members of the Bank at their 29<sup>th</sup> AGM held on July 28, 2023 and approval of the RBI vide letter dated July 5, 2023.*

- (6) If the place of a retiring Director, retiring by rotation at a Meeting, is not filled up at such Meeting and that Meeting has not expressly resolved not to fill the vacancy, that Meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a national holiday, till the next succeeding day which is not a holiday, at the same time and place.
- (7) If, at the adjourned Meeting also, the place of the retiring Director is not filled up and that Meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned Meeting unless-
- i) At that Meeting or at the previous Meeting a Resolution for the re-appointment of such Director has been put to the Meeting and lost;
  - ii) The retiring Director has, by a notice in writing addressed to the Company or to the Board, expressed his unwillingness to be so re-appointed;
  - iii) He is not qualified or is disqualified for appointment; or
  - iv) A Resolution, whether Special or Ordinary, is required for his appointment or re- appointment by virtue of any provisions of the Act; or
  - v) Section 162 of Companies Act, 2013 is applicable to the case.
- (8) i) If, the requirements as to the constitution of the Board as laid down in any of the Said Acts are not fulfilled at any time, the Board shall reconstitute such Board so as to ensure that such requirements are fulfilled.
- ii) If, for the purpose of reconstituting the Board under sub-clause (i) it is necessary to retire any Director or Directors, the Board shall, by lots drawn at a Board Meeting decide which Director or Directors shall cease to hold office and such decision shall be binding on every Director.
- iii) Every Director if he is appointed under any casual or other vacancy shall hold office until the date up to which his predecessor would have held office, if the election had not been held, or, as the case may be, the appointment had not been made.
- iv) No act done by a person as a director shall be deemed to be invalid, notwithstanding that it was subsequently noticed that his appointment was invalid by reason of any defect or disqualification or had terminated by virtue of any provision contained in this Act or in the Articles of the Company:

Provided that nothing in this section shall be deemed to give validity to any act done by the director after his appointment has been noticed by the company to be invalid or to have terminated.

#### **The Company may increase or reduce number of Directors**

- (9) The Company may by Ordinary Resolution from time to time increase or reduce the number of Directors.

Provided that any increase in the number of Directors as fixed by Article 89 of these Articles shall not have effect unless approved by the Regulatory Agencies whose approval is required under any law for the time in force.

#### **Appointment of Alternate Director**

91. (1) The Board may, subject to these Articles, 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.

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 the Act and the Listing Regulations:

- (2) An alternate Director appointed under this Article shall vacate office if and when the Original Director returns to India.
- (3) If the term of office of the Original Director is determined before he so returns to India, any provision in the Act or in these Articles for the automatic re-appointment of retiring Directors in default of another appointment shall apply to the Original Director, and not to the alternate Director.
- (4) An alternate Director shall not hold office as such for a period longer than that permissible to the Original Director in whose place he has been appointed.

#### **Appointment of Additional Directors**

92. (1) The Board of Directors shall also have power at any time and from time to time, to appoint any person, other than a person who fails to get appointed as a director in a general meeting, as an additional Director, but so that the total number of Directors shall not, at any time exceed the maximum strength fixed for the Board by the Articles.
- (2) Any person so appointed as an additional Director shall remain in office only up to 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, but shall be eligible for the appointment at such Meeting subject to the provisions of the Act.

#### **Filling of casual vacancies**

93. (1) 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, in default of and subject to these Articles, be filled by the Board of Directors at a meeting of the Board.
- (2) Any person so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if it had not been vacated as aforesaid.

#### **Appointment of Directors to be voted on individually**

94. (1) At a General Meeting of the Company a motion shall not be made for the appointment of two or more persons as Directors by a single resolution, unless a resolution that it shall be so made has first been agreed to by the Meeting without any vote being given against it.
- (2) A Resolution moved in contravention of clause (1) shall be void, whether or not objection was taken at the time of its being so moved.
- (3) For the purpose of this Article, a motion for approving a person's appointment, or for nominating a person for appointment, shall be treated as a motion for his appointment.

95. (1) Subject to the provisions of the Said Acts and these Articles any person who is not a retiring Director shall be eligible for appointment to the Office of Director at any General Meeting if he or some members intending to propose him has at least fourteen clear days before the meeting left at the Registered Office a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for that office, as the case may be, along with a deposit of such sum as may be prescribed under the Act which shall be refunded to such person or, as case may be, to the member, if he succeeds in getting elected as a Director or gets more than twenty five per cent of total valid votes cast either on show of hands or on poll on such resolution.
- (2) The Company shall inform its Members of the candidature of a person for the office of a Director 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 upon the Members as aforesaid, 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 Registered Office of the Company, a notice under the Act signifying his candidature for the office of Director) proposed as a candidate for the office of a Director shall sign and file with the Company his consent in writing to act as a Director, if appointed.
- (4) \*The Company shall ensure that the appointment of Directors by the Company in General Meeting and nomination of the Directors by LIC and his/her retirement shall be in accordance with the provisions of the Said Acts and these Articles.

**Filing of consent to act as Director**

96. 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, appointed as a Director or re-appointed as an additional or alternate Director, immediately on the expiry of his term of office; or
- (c) a person named as a Director of the company under its Articles as first registered; shall not act as a Director of the Company, unless he has on or before his appointment furnished his consent in writing to act as such Director to the Company .

Provided that the Company shall, within the thirty days of the appointment of a Director, file such consent with the Registrar in the prescribed manner along with the fee as provided in the Companies (Registration Offices and Fees) Rules, 2014

***\* clause amended pursuant to the resolution passed by the members of the Bank on April 28, 2023 through Postal Ballot notice dated March 27, 2023 and approval of the RBI vide letter dated June 9, 2023.***

### **Remuneration of Directors**

97. (1) The fees payable to a Director for attending a meeting of the Board or committee of the Board shall be decided by the Board, from time to time, within maximum limits of such fees that may be prescribed under Section 197 of the Act, or if not so prescribed, in such manner as the Directors may determine, from time to time, in conformity with the provisions of the Said Acts, as amended from time to time.
- (2) Subject to the provisions of the Said Acts, guidelines and circulars issued by the RBI from time to time and these Articles, the Directors may be paid such further or additional remuneration, if any, as the Company in General Meeting shall, from time to time determine, and such additional or 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 equally among the Directors entitled to remuneration.
- (3) Subject to the provision of the Said Acts, guidelines and circulars issued by the RBI from time to time and these Articles, if any Director be called upon to perform extra services or special exertion or efforts (which expression shall include work done by a Director as a member of any committee of the Board), the Board may arrange with such Director for special remuneration for such extra services or special exertions or efforts, either by a fixed sum or otherwise, as may be determined by the Board, and such remuneration may be either in addition to or in substitution for his remuneration above provided.
- (4) Any remuneration of the kind referred to above in this Article and payable to the Director for attending the meeting, in the case of a Director, who is an official and/or in the whole time employment of UTI, RBI and/or any Public Sector Bank and/or Nationalised Bank or Public Financial Institution, shall be paid to and remitted by the company directly to the institution which the Director represents and shall not be paid or remitted to the said individual Director.

### **Travelling expenses incurred by Director**

98. The Board of Directors may allow and pay to any Director, who is not a resident of the place where the meeting of the Board are ordinarily held and who shall come to such place for the purpose of attending a meeting or for attending its business at the request of the Company, such sum as the Board may consider fair compensation for travelling, hotel and other incidental expenses, in addition to his fee, if any, for attending such meeting as above specified, and if any Director be called upon to go or reside out of the ordinary place of his residence on the Company's business, he shall be entitled to be reimbursed all travelling and other expenses incurred in connection with the business of the Company.

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

99. The continuing Director(s) may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the quorum fixed by these Articles for a meeting of the Board, the continuing Director(s) may act for the purpose of increasing the number of Directors to that fixed for the quorum, or for summoning a General Meeting, but for no other purpose.

### **When Office of Director to be vacated**

100. No person shall be appointed or continue as a Director if he is disqualified to be appointed as a Director under any of the provisions of either of the Said Acts and accordingly the office of a Director shall be vacant if the individual is disqualified to act as a Director under any of the provisions of the Act or is not entitled to act and or continue to act as such under any of the provisions of the Banking Act, or consequent to any direction given thereunder.

### **Directors may be directors of companies promoted by the Company**

101. Subject to the provisions of the Said Acts and any other law for the time being in force, a Director may be or become a director of any company promoted by the Company, or in which he may

be interested as a vendor, shareholder, or otherwise, and no such Director shall except as otherwise provided by or under the Said Acts, be accountable for any benefits received as director or shareholder of such other Company.

## **CHAPTER XII - PROCEEDINGS OF THE BOARD OF DIRECTORS**

### **Person nominated by the Board to be Chairman**

102. The Member of the Board who is appointed to act as the Chairman of the Board, in accordance with these Articles shall preside over all the meetings of the Board.

If no such Chairman is appointed as per Article 102 above, the directors present may choose one amongst them to be the Chairman for the meeting and he / she shall preside over the said meeting. In respect of committees of the Board, the Board shall nominate one of the members of the Committee to preside over meetings of the Committee of the Board while constituting Committees of the Board.

### **Meeting of Directors**

103. The Directors shall hold a minimum number of four meetings of the Board every year in such a manner that not more than 120 days shall intervene between two consecutive meetings of the Board.



## **Notice of meetings**

104. (1) A meeting of the Board shall be called by giving not less than seven days' notice in writing to every director at his address registered with the company and such notice shall be sent by hand delivery or by post or by electronic means:

Provided that a meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one independent director, if any, shall be present at the meeting:

Provided further that in case of absence of independent directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one independent director, if any

- (2) The Notice shall be sent to the postal address or e-mail address, registered by the Director with the company or in the absence of such details or any change thereto, any of such addresses appearing in the Director Identification Number (DIN) registration of the Director. Where a Director specifies a particular means of delivery of Notice, the Notice shall be given to him by such means. Proof of sending Notice and its delivery shall be maintained by the company.

## **Quorum**

105. The quorum for a meeting of the Board shall be one-third of its total strength (excluding Directors, if any, whose places may be vacant at the time) or two Directors whichever is higher; any fraction in that one-third being rounded off as one and total strength shall not include directors whose places are vacant. The participation of the directors by video conferencing or by other audio visual means shall also be counted for the purpose of quorum under this Article.

Provided, however, that where, at any time the number of interested Directors at any meeting exceeds or is equal to two-thirds of the total strength, the number of the remaining Directors (i.e. the number of Directors who are not interested), present at the meeting, being not less than two, shall be the quorum during such time.

## **Adjournment of meeting for want of quorum**

106. If a meeting of the Board cannot be held for want of quorum, then, the meeting shall stand adjourned to such other day, time and place as the Director or Directors present at the meeting may fix.

## **Chairman**

107. The Chairman of the Company shall be the Chairman of the Board. If the Company does not have a Chairman, the Directors may elect one of themselves to be the Chairman of the Board.

## **Questions at Board meetings how decided**

108. Questions arising at any meeting of the Board or committee of the Board, shall be decided by a majority of votes, and in the case of an equality of votes, the Chairman shall have a second or casting vote.

## **Powers to be exercised at meeting**

109. A meeting of the Board 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 the Articles or the Regulations of the Company are, for the time being, vested in or exercisable by the Board generally.

### **Directors may appoint committees of the Board**

110. (1) Subject to the provisions of Section 179 of the Act, the Board may delegate its powers as specified in Section 179 of the Act to such committee of the Board consisting of such member(s) of the Board as it thinks fit and on such conditions as it may specify in writing.
- (2) The Board may, from time to time, dissolve or discharge any such committee of the Board either wholly or in part as to persons or purposes, but every committee of the Board to be formed shall in the exercise of the powers so delegated conform to these Articles and any other regulations that may, from time to time, be imposed on it by the Board.
- (3) 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 effect as if done by the Board.

### **Quorum for committee of the Board meeting**

111. The quorum for a meeting of such a committee of the Board shall be two.

### **Meetings of committee of the Board how governed**

112. 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.

### **Committees of the Board**

- 112A. (i) The Board shall have an audit committee, a nomination and remuneration committee, stakeholders relationship committee, risk management committee, corporate social responsibility committee and such other committee as may be prescribed under applicable laws.
- (ii) The role, constitution and terms of reference of the committees of the Board referred to in sub-article (i) shall be in accordance with the Said Acts, the Listing Regulations and other applicable laws.

### **Resolution by circulation**

113. Save in those cases where a resolution is required by Section 161(4), 179, 182, 184, 186, 188 and 203 of the Act, to be passed at a meeting of the Board, a resolution shall be valid and effectual as if it had been duly passed by the Board or by a committee of the Board thereof, as the case may be duly called and constituted if a draft thereof in writing is circulated, together with the necessary papers, if any, to all the Directors, or to all the members of the committee of the Board, as the case may be, at their addresses in India by hand delivery or by post or by courier, or through electronic means and has been approved by majority of the directors or members of the committee of the Board, who are entitled to vote on the resolution. Provided that, not less than one-third of the total number of Directors for the time being require that any resolution under circulation must be decided at a meeting, the chairperson shall put the resolution to be decided at a meeting of the Board. Resolutions passed by circulation shall be noted at a subsequent duly convened meeting of the Board or the committee of the Board thereof, and be made part of the minutes of such meeting.

### **Acts of Board or committees of the Board valid notwithstanding defect in appointment**

114. No act done by a person as a Director shall be deemed to be invalid, notwithstanding that it was subsequently noticed that his appointment was invalid by reason of any defect or disqualification or had terminated by virtue of any provision contained in the Act or in these Articles.

Provided that nothing in this Article shall be deemed to give validity to any act done by a Director, after his appointment has been noticed by the Company to be invalid or to have terminated.

#### **Minutes of proceedings of meetings of the Board**

115. (1) The Company shall cause minutes of all proceedings of every meeting of the Board and of every committee of the Board to be in accordance with the provisions of the Said Acts and the Secretarial Standards with respect to the board meetings as specified by the Institute of Company Secretaries of India from time to time.
- (2) Minutes kept in accordance with the provisions of the Act, the rules made thereunder and the Secretarial Standards with respect to the board meetings as specified by the Institute of Company Secretaries of India from time to time shall be evidence of the proceedings recorded therein.

#### **CHAPTER XIII - POWERS OF DIRECTORS**

116. Subject to the provisions of the Said Acts, the Board shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorized to exercise and do.

Provided that the Board shall not exercise any power to do any act or thing which is directed or required, by any act or by the Memorandum or Articles of the Company or otherwise, to be exercised or done by the Company in General Meeting.

Provided further that in exercising, any such power or doing any such act or thing the Board shall be subject to the provisions contained in that behalf in an Act or in the Memorandum or Articles of the Company.

Provided that the Board shall not, except with the consent of the Company in General Meeting and subject to these Articles:-

- (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 undertakings;
- (b) Remit, or give time for the repayment of any debt due by a Director;
- (c) Invest, otherwise than in trust securities, the amount of compensation received by the Company as a result of any merger or amalgamation;
- (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;
- (e) Contribute to bona fide and charitable and other funds.,

Provided that the acceptance by the Company, in the ordinary course of its business, of deposits of money from the public, repayable on demand or otherwise, and withdrawable by cheque, draft, order or otherwise, shall not be deemed to be a borrowing of monies by the Company.

Further, every special resolution passed by the Company in a General Meeting in relation to the exercise of the powers referred to in Article 116(d) shall specify the total amount up to which monies may be borrowed by the Board.

**Explanation:-**

- (a) The expression -temporary loansll means loans repayable on demand or within six months from the date of the loan or such higher term, discounting of bills and issue of other short term loans of a seasonal nature, but does not include loans raised for the purpose of financing expenditure of capital nature.
- (b) Contribute to bona fide charitable and other funds: Provided that prior permission of the Company in general meeting shall be required for such contribution in case any amount exceeds the threshold prescribed under the Act.

Provided further that the powers specified hereinabove shall, subject to these Articles, be exercised only at meetings of the Board, unless the same be delegated to the extent therein stated.

**Certain powers of the Board**

117. Without prejudice to the general powers conferred by the last preceding Article and so as not in any way to limit or restrict these powers, and without prejudice to the other powers conferred on the Board by the Act and these Articles, but subject to the restrictions contained in these Articles including the last preceding Article, it is hereby declared that the powers of the Directors shall also include the following powers in accordance with applicable laws:

**To pay costs of incorporation**

- (a) to pay the costs, charges and expenses preliminary and incidental to the incorporation, promotion, establishment and registration of the Company;

**To acquire any property, rights, etc.**

- (b) 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;

**To pay commission or Interest lawfully payable**

- (c) to pay and charge to the capital account of the Company any commission or interest lawfully payable under the provisions of the Act,.

**To pay for property**

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

**To secure contracts by mortgage**

- (e) to secure, if any, to the extent permissible under the Said Acts the fulfillment of any contract or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its cancelled capital for the time being or in such manner as the Directors may think fit;

**To accept surrender of Shares**

- (f) to accept from any member, so far as may be permissible by law, a surrender of his Shares or any part thereof, on such terms and conditions as shall be agreed;

**To appoint trustees for the Company**

- (g) 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;

**To conduct legal proceedings**

- (h) to institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers, or its other employees or otherwise concerning the affairs of the Company, and also to compound and allow time for payment on satisfaction of any debts due, and of any claims or demands by or against the Company, and to refer any differences to arbitration, and to observe and perform any awards made thereon;

**To give guarantees and Indemnities**

- (i) Subject to the provisions of the Act, to give in the name and on behalf of the Company such indemnities and guarantees as may be necessary;

**All matters relating to insolvents**

- (j) to act on behalf of the Company in all matters relating to bankrupts and insolvents;

**To issue receipts & to give discharge**

- (k) to make and give receipts, releases, and other discharges for moneys payable to the Company and for the claims and demands of the Company.

**To Invest money of the Company**

- (l) Subject to the provisions of the Act, to invest and deal with any moneys of the Company upon such security (not being Shares of this Company), or without security and in such manner as they may think fit and, from time to time, vary or realise such investments. Save as provided in the Act, all investments shall be made and held in the Company's own name;

**To give security by way of indemnity**

- (m) 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 mortgages of the Company's property (present and future) as they think fit; and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon;

**To determine signing powers**

- (n) To determine, from time to time, who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts, instruments and documents, and general correspondence, and to give the necessary authority for such purpose;

**To provide for provident fund, gratuity, etc to employees**

- (o) to provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and other persons who are or were working for the Company deputed or seconded by any other organisation and the wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses, dwellings, or by grants of money, pensions, gratuities, bonus, allowances or other payments; or by creating and from time to time subscribing or contributing to provident fund, including acceptance of transfer of money or from any other provident fund and any superannuation fund for being credited to the relevant fund created by the Company and to other associations, institutions, funds or trusts including any research and development organisation, training schools, by providing or subscribing or contributing towards research and development centres and places of instructions and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Directors shall think fit; and to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, educational, cultural, social and other institutions for objects which shall have any moral or other claims to support or aid by the Company, either by reason of locality of operation, or of public and general utility or otherwise;

**To provide for reserve funds, etc**

- (p) (i) before recommending any dividend, 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 an 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 property of the Company, and for such other purposes (including the purposes referred to in the preceding clause) as the Directors may, in their absolute discretion, think as being conducive to the interests of the Company; and subject to provisions of the Act, to invest the several sums so set aside or so much thereof as requires to be invested, upon such investments (other than Shares 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 manner and for such purposes as the Directors, in their absolute discretion, think conducive to the interest of the Company notwithstanding that the matters to which the Directors apply or upon which they expand the same, or any part thereof, may be matters to or upon which the capital moneys of the Company might rightly be applied or expended; and
- (ii) to divide any reserve fund into such special funds as the Directors may think fit, with full power to transfer the whole or any portion of such reserve fund or division of such reserve fund to any other fund and with full power to employ the assets constituting all or any of the above funds, including the depreciation fund, in the business of the Company or in the purchase or repayment of debentures or debenture stock, and that without being bound to keep the same separate from the other assets, and without being bound to pay interest on the same, with power however to the Directors at their discretion to pay or allow to the credit of such funds interest at such rate as the Directors may think proper;

**To distribute among the staff the profits of the Company**

- (q) to distribute by way of bonus amongst the staff of the Company a Share or Shares in the profits of the Company, and to give to any Director, officer or other person employed by or working for the Company a commission on the profits of any particular business or transaction; and to charge such bonus or commission as part of the working expenses of the Company

**To appoint and remove officers and other employees**

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

**To affect contracts etc.**

- (s) to effect, make and enter into, on behalf of the Company, all transactions, agreements and other contracts within the scope of the business of the Company;

**To arrange for management of offices**

- (t) from time to time, and at any time, to make such arrangements as the Directors may consider appropriate for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any person/s to be in charges of such offices;

**Delegation of powers**

- (u) subject to provisions of the Act, from time to time, and at any time to appoint any person and to delegate to any person so appointed, any of the powers, authorities and discretions for the time being vested in the Directors; and to authorise any person to fill up any vacancies therein and to act notwithstanding vacancies; and such appointment or delegation may be made on such terms, and subject to such conditions as the Directors may think fit, and the Directors may, at any time, remove any person so appointed, and may annual or vary any such delegation;

**To appoint attorneys**

- (v) At any time, and from time to time, by power of attorney to appoint any person or persons to be the attorney or attorneys of the Company, for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and subject to the provisions of the Act and for such period and subject to such conditions as the Directors may, from time to time, think fit and any such appointment may (if the Directors think fit) be made in favour of any person or in favour of any company, or the shareholders, directors, nominees or managers of any company or firm or otherwise in favour of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Directors may think fit, and may contain powers enabling any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them;

**To enter into contracts**

- (w) subject to provisions of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient;
- (x) to purchase or otherwise acquire or obtain licence for the use of, and to sell, exchange or grant licence for the use of any trade mark, patent, invention or technical know-how;

- (y) to undertake on behalf of the Company and payment of all rents and the performance of the covenants, conditions and agreements contained in or reserved by any lease that may be granted or assigned to or otherwise acquired by the Company, and to purchase the reversion or reversions, and otherwise to acquire the fee simple of all or any of the lands of the Company for the time being held under lease or for an estate less than free-hold estate;
- (z) to improve, manage, develop, exchange, lease, sell, re-sell and re-purchase, dispose of, deal or otherwise turn to account, any property (movable or immovable) or any rights or privileges belonging to or at the disposal of the Company or in which the Company has or may have interest;
- (za) to let, sell or otherwise dispose of, subject to the provisions of the Act any property of the Company, either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as they think fit and accept payments of satisfaction for the same in cash or otherwise as they think fit; and
- (zb) from time to time to make, vary and repeal any bye-laws regulations and other rules guidelines or instructions for regulating the business of the Company, its officials the employees and other persons having dealings with the Company

#### **CHAPTER XIV - Chairman, Managing Director and other Whole-Time Directors**

##### **Appointment of Chairman, Managing Director and Whole-Time Directors**

118. (1) The Board shall, subject to its obtaining approvals, of Regulatory Agencies which are required under any law for the time being in force, and subject to the other provisions of these Articles, appoint and re-appoint from time to time one of the Directors to be the Chairman, to act as Non-Executive Chairman, and another of the Directors to be the Managing Director of the Company to act as the Whole-time Managing Director of the Company.
- (2) The Managing Director shall be the Chief Executive Officer of the Company, and as such shall, subject to the superintendence, control and direction of the Board and the other provisions of these Articles, be in the charge of the management of the whole of the affairs of the Company.
- (a) The Board may, subject to its obtaining approval(s) of such Regulatory Agencies whose approval(s) is/are required under any law for the time being in force, and subject to the other provisions of these Articles, appoint and/or re-appoint from time to time one or more of its member(s) to be designated and to act as Whole-time/Executive/Joint/ Deputy Managing Director(s) of the Company, not in any case exceeding one third of the total number of the Directors of the Company for the time being. The Whole-time/Executive/Joint/Deputy Managing Director(s) so appointed shall, subject to the supervision, direction and control of the Managing Director and subject to the provisions of these Articles, exercise such powers and authorities and discharge such functions and responsibilities as may be delegated to him by the Board or Managing Director from time to time and shall not be subject to retirement by rotation.
- (3) The Managing Director and also Whole-time/Executive/Joint/Deputy Managing Director(s), if any, shall be paid such remuneration comprising of pay and allowance as may be approved by the concerned Regulatory Agencies, where such approvals are required.
- (4) The Managing Director and also Whole-time/Executive/Joint/Deputy Managing Director(s), if any, shall be in the whole-time employment of the Company and shall hold office for such period, not exceeding five years, as the Board of Directors may fix, but shall, subject to the provisions of these Articles, be eligible for re-election or re-appointment.



Provided that no re-appointment shall be made earlier than one year before the expiry of the term of such Managing Director/Whole-time/Executive/Joint Deputy Managing Director(s).

Provided that nothing in this Clause shall be construed as prohibiting the Managing Director and also Whole-time/Executive/Joint/Deputy Managing Director(s), if any, from being a director of a subsidiary of the Company or a director of a company registered under Section 25 of the Act.

- (5) The Chairman shall preside over all the General Meetings and all the meetings of the Board and also attend to the Board matters.
- (6) A person shall be disqualified for being appointed as the Managing Director if he –
  - (a) is below the age of twenty-one years or has attained the age of seventy years: Provided that appointment of a person who has attained the age of seventy years may be made by passing a resolution in which case the explanatory statement annexed to the notice for such motion shall indicate the justification for appointing such person;
  - (b) is an undischarged insolvent or has at any time been adjudged as an insolvent;
  - (c) has at any time suspended payment to his creditors or makes, or has any time made, a composition with them; or
  - (d) has at any time been convicted by a court of an offence and sentenced for a period of more than six months.
  - (e) is a director of any company other than a company registered under the Act, or
  - (f) is a partner of any firm which carries on any trade, business or industry, or
  - (g) has substantial interest in any other company or firm or
  - (h) is a director, manager, partner or proprietor of any trading, commercial or industrial concern, or
  - (i) is engaged in any other business or vocation.
- (7) The Managing Director may by writing under his hand addressed to the Company resign his office.
- (8) The Managing Director whose term of office has come to an end, either by reason of his resignation or by reason of expiry of the period of his office, shall, subject to the approval of the Reserve Bank, continue in office until his successor assumes office.

#### **Casual or temporary vacancy of Managing Director**

119. Where a person appointed as Managing Director dies or resigns or is by infirmity or otherwise rendered incapable of carrying out his duties or is absent on leave or otherwise in circumstances not involving the vacation of his office, the Company may, with the approval of the Reserve Bank of India whose approval, if any, is required under either of the Said Acts, make suitable arrangements for carrying out the duties of Managing Director for a total period not exceeding four months.

## **CHAPTER XV – CHIEF EXECUTIVE OFFICER, MANAGER, SECRETARY OR CHIEF FINANCIAL OFFICER**

120. Subject to the provisions of the Said Acts, a Chief Executive Officer, Manager, 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, Secretary or Chief Financial Officer so appointed may be removed in such manner as prescribed under the provisions of the Said Acts.

## **CHAPTER XVI - RESERVE FUND**

### **Reserve Fund**

121. The Company shall create a reserve fund and shall out of the balance of profit of each year as disclosed in the profit and loss account and before any dividend is declared, transfer to the reserve fund equivalent to not less than a percentage of such profit as may be prescribed under the applicable Law, including the Banking Act.

## **CHAPTER XVII - DIVIDENDS**

### **Division of Profits**

122. The profits of the Company subject to any special rights relating thereto created or authorised to be created by the Memorandum of these Articles and subject to the provisions of these Articles shall be divisible among the members in proportion to the amount of capital paid up on the Shares held by them respectively. Provided always that (subject at aforesaid) any capital paid-up on a Share during the period in respect of which a dividend is declared, shall unless the Directors otherwise determine, only entitle the holder of such Share to an apportioned amount to such dividend as from the date of payment.

### **Capital paid-up in advance at interest not to earn Dividend**

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

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

124. The Company may pay dividends in proportion to the amount paid-up or credited as paid-up on each Share, where a larger amount is paid-up or credited as paid-up on some Shares than on others.

### **Declaration of dividend and writing off capitalised expenses**

125. (1) The Company before declaring any dividend on its Shares for each Financial Year shall transfer such percentage of its profits for that Financial Year as it may consider appropriate to the reserves of the Company.

#### **Power to declare dividend without writing off**

- (2) Provided however that the Company may pay dividends on its Shares without writing off:-
- (i) the depreciation, if any, in the values of its investments in approved securities in any case where such depreciation has not actually been capitalised or otherwise accounted for as a loss;
  - (ii) the depreciation, if any, in the value of its investments in Shares, debentures, or bonds (other than approved securities) in any case where adequate provision for such depreciation has been made to the satisfaction of the Company; and

- (iii) the bad debts, if any, in any case where adequate provision for such debts has been made to the satisfaction of the auditors of the Company;

#### **The Company in General Meeting may declare a Dividend**

126. The Company in General Meeting may, subject to the provisions of the Said Acts and these Articles, declare a dividend to be paid to the Members according to their respective rights and interests in the profits and subject to the provisions of the Said Acts may fix the time for payment. When a dividend has been so declared, the warrant in respect thereof shall be posted within thirty days from the date of the declaration to the shareholders entitled to the payment of the same.

#### **Power of Directors to limit dividend**

127. No larger dividend shall be declared than is recommended by the Directors but the Company in General Meeting may declare a smaller dividend. Subject to the provisions of the Act, no dividend shall be payable except out of the profits of the year or any other undistributed profits and no dividend shall carry interest as against the Company. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.

#### **Interim dividend**

128. Subject to the provisions of the Said Acts, and these Articles, the Directors may, from time to time, pay to the Members such interim dividends as in their judgement the position of the Company justifies.

#### **Retention of dividends until completion of transfer**

129. Where any instrument of transfer of Shares has been delivered to the Company for registration and the transfer of such Shares has not been registered by the Company, it shall, notwithstanding anything contained in any other provision of the Act—
- (a) transfer the dividend in relation to such Shares to the Unpaid Dividend Account referred to in the Act unless the Company is authorised by the registered holder of such Shares in writing to pay such dividend to the transferee specified in such instrument of transfer; and
  - (b) keep in abeyance in relation to such Shares, any offer of rights Shares under clause (a) of Section 62 of the Act and any issue of fully paid-up bonus Shares in pursuance of first proviso to sub-section (5) of Section 123 of the Act.

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

130. Subject to the provisions of the Said Acts no Member shall be entitled to receive payment of any interest or dividend 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 and the Directors may deduct from the interest or dividend payable to any Member all sums of money so due from him to the Company.

#### **Transfer of Shares must be registered**

131. A transfer of Shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

#### **Dividends, how remitted**

132. The Company shall not be liable or responsible for any cheque or warrant lost in transmission or for any dividend lost by the Member or person entitled thereto by the forged endorsement of any cheque or warrant or the fraudulent or improper recovery thereof by any other means.

### **Unclaimed Dividend**

133. (1) Any unpaid or unclaimed dividend shall be forfeited by the Company only in accordance with the said Acts.

### **Dividend and call together and set off allowed**

134. Any General Meeting declaring a dividend may make a call on the Members for such amount as the Meeting fixes, but so that the call on each Member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend, and the dividend may, if so arranged between the Company and the Members, be set off against the calls.

## **CHAPTER XVIII- CAPITALISATION**

### **Capitalisation**

135. (1) Any General Meeting may resolve that any amounts standing to the credit of the share premium account or the Capital Redemption Reserve Account or any moneys, investments or other assets forming part of the undivided profits (including profits or surplus moneys arising from the realisation and, where permitted by Law, from the appreciation in value of any capital assets of the Company) standing to the credit of the General Reserve, Reserve or any Reserve Fund or any other Fund of the Company or in the hand of the Company and available for dividend be capitalised:-

- (a) by issue and distribution as fully paid-up of Shares, debentures, debenture-stock, bonds or other obligations of the Company; or
- (b) by crediting Shares of the Company which may have been issued and are not fully paid-up, with whole or any part of the sum remaining unpaid thereon.

Provided that any amounts standing to the credit of the Share premium account or the Capital Redemption Reserve Account shall be applied only in crediting the payment of capital on Shares of the Company to be issued to Members (as herein provided) as fully paid bonus Shares.

- (2) Such issue and distribution under (1) (a) above and such payment to credit of unpaid Share capital under (1) (b) above shall be made to, among and in favour of the Members or any class of them or any of them entitled thereto and in accordance with their respective rights and interests and in proportion to the amount of capital paid up on the Shares held by them respectively in respect of which such distribution under (1) (a) or payment under (1) (b) above shall be made on the footing that such members become entitled thereto as capital.
- (3) The Directors shall give effect to any such resolution and apply with such portion of the profits, General Reserve, Reserve or Reserve Fund or any other Fund or account as aforesaid as may be required for the purpose of making payment in full for the Shares, debentures or debenture- stock, bonds or other obligations of the Company so distributed under (1) (a) above or (as the case may be) for the purpose of paying, in whole or in part, the amount remaining unpaid on the Shares which may have been issued and are not fully paid up under (1) (b) above provided that no such distribution or payment shall be made unless recommended by the Directors and if so recommended such distribution and payment shall be accepted by such Members as aforesaid in full satisfaction of their interest in the said capitalised sum.
- (4) For the purpose of giving effect to any such Resolution the Directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that cash payments be made to any Members on the footing of the value so fixed and may vest any such cash, Shares, debentures, debenture- stock, bonds or other obligations in trustees

upon such trusts for the persons entitled thereto as may seem expedient to the Directors and generally may take such arrangement for the acceptance, allotment and sale of such Shares, debentures, debenture-stock, bonds or other obligations and fractional certificates or otherwise as they may think fit.

- (5) When deemed requisite a proper contract shall be filed in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the members entitled as aforesaid and such appointment shall be effective.

#### **Capitalisation in respect of partly paid up Shares**

136. Subject to the provisions of the Act and these Articles in cases where some of the Shares of the Company are fully paid and other are partly paid, only such capitalisation may be effected by the distribution of further Shares in respect of the fully paid Shares, and by crediting the partly paid Shares with the whole or part of the unpaid liability thereon and so that as between the holders of the fully paid Shares, and the partly paid Shares the sums so applied in the payment of such further Shares and in the extinguishment or diminution of the liability on the partly paid Shares shall be so applied pro-rata in proportion to the amount thereon already paid or credited as paid on the existing fully paid and partly paid Shares respectively.

### **CHAPTER XIX - BOOKS OF ACCOUNT TO BE KEPT**

#### **Books of account to be kept**

137. (1) The Company shall prepare and keep at its Registered Office proper Books of Account and other relevant books and papers and Financial Statements for every Financial Year which give a true and fair view of the state of the affairs of the Company, including that of its branch offices and explain the transactions effected both at the Registered Office and its branches and such books shall be kept in a manner as may be prescribed under applicable law.

Provided that all or any of the Books of Account as aforesaid and other relevant papers may be kept at such place in India as the Board so decides, and in that event 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) If the Company shall have a branch office, whether in or outside India, proper Books of Account and other books and papers relating to the transactions effected at that office shall be kept at that office and proper summarised returns shall be periodically sent by branch office to the Company at its Registered Office or other place in India, as the Board thinks fit, where the main Books of Account and other books and papers of the Company are kept in terms of Article 137(1).
- (3) The Books of Account and other books and papers maintained by the Company within India shall be open to inspection at the Registered Office of the Company or such other place in India by any Director during business hours, and in case of financial information, if any, maintained outside India, copies of such financial information shall be maintained and produced for inspection by any Director, subject to conditions as may be prescribed under the Said Acts. Provided that the inspection in respect of any Subsidiary of the Company shall be done only by the person authorized in this behalf by a resolution passed by the Board.

#### **Inspection by Members of Accounts and books of the company**

138. The Directors shall from time to time determine whether and to what extent and at what places and under what conditions or regulations the Books of Account and books and papers of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right to inspecting any account or book or document of the Company except as conferred by Law or authorised by the Directors or by the Company in a General Meeting.

### **Financial Statements to be furnished to General Meeting**

139. The Board of Directors shall lay before each Annual General Meeting stand alone and consolidated Financial Statements of the Company prepared in the forms as set out under the Said Acts. Provided that the Company shall also attach along with its Financial Statement, a separate statement containing the salient features of the Financial Statements of its Subsidiaries in a prescribed form.

### **Authentication of the Financial Statements**

140. The Financial Statements of the Company, including the consolidated Financial Statements, shall be signed on behalf of the Board of Directors by the Managing Director of the Company and where there are more than three Directors of the Company, by at least three Directors.

### **Auditor's Report to be attached to the Balance sheet**

141. The Auditor's report shall be attached to every Financial Statement.

### **Board's Report to be attached to Balance Sheet**

142. (1) Every Financial Statement of the Company laid before the Company in General Meeting shall have attached to it a report by the Board which should include the matters as specified in Section 134(3) of the Act.
- (2) The Board's report shall be prepared based on the stand alone Financial Statements of the Company and the report shall contain a separate section wherein a report on the performance and financial position of each of the Subsidiaries, associates and joint ventures companies included in the consolidated Financial Statements is presented.
- (3) The Board's Report and addendum (if any) thereto shall be signed by its Chairman if he is authorised in that behalf by the Board; and where he is not so authorised, shall be signed by at least two Directors, one of whom shall be the Managing Director, or by the Director where there is one Director.
- (4) The Board shall have the right to charge any person not being a Director with the duty of seeing that the provisions of Clauses (1) to (2) of this Article are complied with.

## **CHAPTER XX - AUDIT**

### **Financial Statements to be Audited**

143. Every Financial Statement of the Company shall be audited by one or more Auditors to be appointed as required by the Said Acts.
144. The first auditor or auditors of the Company shall be appointed by the Board of Directors within one month of the date of registration of the Company and the auditor or auditors so appointed shall hold office until the conclusion of the first Annual General Meeting. If the Board fails to appoint the auditor or auditors as aforesaid, the Company in general meeting may appoint the first auditor or auditors in the manner prescribed under the applicable Law.

### **Appointment of Auditors**

145. (1) The Company at the Annual General Meeting in each year shall appoint an individual or a firm as an Auditor or Auditors to hold office in accordance with the Said Acts and the manner and selection of the Auditors by the Members at such meeting shall be in accordance with the Said Acts.

Provided that the Company shall place the matter relating to such appointment for ratification by Members at every Annual General Meeting.

Provided further that before such appointment is made, the written consent of the auditor to such appointment, and a certificate from him in the manner prescribed under the Act or it that the appointment, if made, shall be in accordance with the conditions as may be prescribed, shall be obtained from the auditor.

Provided further that the Company shall inform the Auditor concerned of his or its appointment, and also file a notice of such appointment with the Registrar within the time prescribed under the Act.

- (2) At any Annual General Meeting a retiring Auditor, by whatsoever authority appointed, shall be re-appointed, unless –
  - (a) He is not qualified for reappointment;
  - (b) He has given the Company notice in writing of his unwillingness to be reappointed;
  - (c) A special resolution has been passed at that Meeting appointing somebody 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.
- (3) 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.
- (4) Special notice shall be required for a resolution at an Annual General Meeting appointing as auditor a person other than a retiring auditor, or providing expressly that a retiring auditor shall not be re-appointed, except where the retiring auditor has completed a consecutive tenure of five years or, as the case may be, ten years, as provided under sub-section (2) of Section 139 of the Act.
- (5) All the other provisions of the Said Acts relating to the appointment and removal of the auditors shall apply in this matter.

#### **Audit of Branch Office**

146. The Company shall comply with the branch provisions of the Act in relation to the Audit of the accounts of offices of the Company except to the extent to which any exemption may be granted by the Central Government in that behalf.

#### **Remuneration of the Auditors**

147. The remuneration of the Auditors of the Company shall be fixed by the Company in the General Meeting or in such manner as may be determined therein. The remuneration shall, in addition to the fee payable to the Auditor, include the expenses, if any, incurred by the Auditor in connection with the audit of the Company and any facility extended to him does not include any remuneration paid to him for any other service rendered by him at the request of the Company.
148. (1) Every Auditor of the Company shall have the right of access at all times to the books and vouchers of the Company, whether kept at the Registered Office or at any other place and shall be entitled to require from the officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditors.

- (2) All Notices of and other communications relating to any General Meeting of a Company which any member of the Company is entitled to have sent to him shall also be forwarded to the Auditor of the Company; and the Auditor shall be entitled to attend any General Meeting and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor.
  - (3) The Auditor shall make a Report to the Members of the Company on the accounts examined by him and on every financial statements which are required by or under the Act to be laid before the Company in General Meeting and the report shall after taking into account the information as specified under the Act, and to the best of his information and knowledge, the said accounts, financial statements give a true and fair view of the state of the company's affairs as at the end of its financial year and profit or loss and cash flow for the year and such other matters as may be prescribed.
149. In addition to the matters which under the preceding Article the auditor is required to state in his report, he shall also state in his report, including, among other matters:
- (a) whether he has sought and obtained all the information and explanations which to the best of his knowledge and belief were necessary for the purpose of his audit and if not, the details thereof and the effect of such information on the Financial Statements;
  - (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 and proper returns adequate for the purposes of his audit have been received from branches not visited by him;
  - (c) whether the report on the accounts of any branch office of the Company audited by a person other than the Company's Auditor has been sent to him and the manner in which he has dealt with it in preparing his report;
  - (d) whether the Company's balance sheet and profit and loss account dealt with in the report are in agreement with the Books of Account and returns;
  - (e) whether, in his opinion, the Financial Statements comply with the accounting standards;
  - (f) the observations or comments of the auditors on financial transactions or matters which have any adverse effect on the functioning of the Company;
  - (g) whether any Director is disqualified from being appointed as a Director under Section 164(2) of the Act;
  - (h) any qualification, reservation or adverse remark relating to the maintenance of accounts and other matters connected therewith;
  - (i) whether the Company has adequate internal financial controls system in place and the operating effectiveness of such controls;
  - (j) Whether the Company has disclosed the impact, if any, of pending litigations on its financial position in the Financial Statements;
  - (k) Whether the Company has made provision, as required under law or accounting standards, for material foreseeable losses, if any, on long term contracts including derivative contracts;
  - (l) Whether there has been any delay in transferring amounts, required to be transferred, to the Investor Education and Protection Fund by the Company;
  - (m) whether or not the information and explanation required by him have been found to be satisfactory;



- (n) whether or not the transactions of the company which have come to his notice have been within the powers of the company;
  - (o) whether or not the returns received from branch offices of the company have been found adequate for the purposes of his audit;
  - (p) whether the profit and loss account shows a true balance (profit and loss) for the period covered by such account;
  - (q) any other matter, which he considers should be brought to the notice of the shareholders of the Company; and
  - (r) such other matters as may be prescribed under applicable law.
150. Where any of the matters required to be included in the audit report as referred to in the Act hereof is answered in the negative or with a qualification, the report shall state the reasons therefor.
151. The Accounts of the Company shall not be deemed as not having been, and the Auditor's Report shall not state that those accounts have not been, properly drawn up on the ground merely that the Company has not disclosed certain matter if :-
- (a) Those matters are such as the Company is not required to disclose by virtue of any provisions contained in the Said Acts, and
  - (b) Those provisions are specified in the Balance Sheet and Profit and Loss Account of the Company.

**Accounts when audited and approved to be conclusive except as to errors discovered within three months**

152. 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 or to give effect to legal requirements of any Law. Whenever any such error is discovered within that period, the account shall forthwith be corrected or revised, and thenceforth shall be conclusive.

**CHAPTER XXI - DOCUMENTS AND SERVICE OF DOCUMENTS**

**How documents to be served on members**

153. (1) (a) A document (which expression for the purposes of these presents, shall be deemed to include and shall include any summon, notice, requisition, process, order, judgment or any other document in relation to or in the winding up of the Company) may be given by the Company to any Member by sending it to him by post or by registered post or by speed post or by courier or by delivering at his office or address, or to the address if any within India supplied by him to the Company (if he has no registered address in India), or by such electronic means or other mode as prescribed in the Act.
- (b) Where a Member has intimated to the Company- in advance that documents and/or notice should be sent to him through a particular mode and has deposited with the Company- a sum as determined by the Company in its Annual General Meeting, no service of the document or notice shall be deemed to be effected unless it is sent in the manner intimated by the Member.

**Service on members having no registered address**

154. If a Member has no registered address in India and has not supplied to the Company any address within India for the giving of notices to him, a document advertised in a newspaper

circulating in the neighbourhood of the registered office of the Company shall be deemed to be duly served on him on the day on which the advertisement appears.

#### **Service on persons acquiring Shares on death or insolvency of member**

155. A document may be given by the Company to the persons entitled to a Share in consequence of the death or insolvency of a Member by sending it to him by post or by registered post or by speed post or by courier or by delivering at his office or address, or by such electronic means or other modes as prescribed under the Act, and addressed to them by name or by the title of representatives of the deceased or assignee or the insolvent or by any like description at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by giving the document in any manner in which he might have been given if the death or insolvency had not occurred.

#### **Persons entitled to notice of General Meeting**

156. Subject to the provisions of the Act and these Articles notice of General Meetings shall be given in any manner hereinbefore authorized to:
- (i) every Member of the Company, legal representative of any deceased Member or the assignee of an insolvent member;
  - (ii) the Auditor or Auditors of the Company; and
  - (iii) every Director of the Company.

#### **Advertisement**

157. Subject to the provisions of the Act, any document required to be served or sent by the Company on or to the Members, or any of them, and not expressly provided for by these presents, shall be deemed to be duly served or sent if advertised once in one daily English and one daily newspaper in regional language circulating in the State in which the Company's Registered Office is situate.

#### **Members bound By document given to previous holders**

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

#### **Notice valid**

159. Subject to the provisions of the Act and these Articles, any notice or document given in pursuance of these Articles or document delivered or sent by registered post or speed post or by courier service or left at the registered office of any Member or at the address given by him in pursuance of these presents or by means of such electronic or other mode as may be prescribed under the Act, shall notwithstanding such Member be then deceased and whether or not the company have notice of his decease, be deemed to have been duly served in respect of any registered Share whether held solely or jointly with other persons by such Member until some other person be registered in his stead as the holder or joint holder thereof and such service shall, for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors or administrators and all persons, if any, jointly interested with him or her in any such Share.

#### **Notice by Company and signature thereto**

160. Any notice to be given by the Company shall be signed by the Secretary (if any) or by such Officer as the Director may appoint and such signature may be written, printed or lithographed.

### **Service of notice by Members**

161. All notices to be given on the part of Members to the Company shall be left at or sent by registered post to the Registered Office of the Company.

## **CHAPTER XXII - AUTHENTICATION OF DOCUMENTS**

### **Authentication of documents and proceedings**

162. Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the Company may be signed by a Director, Chairman, Whole-time Director or an authorised officer of the Company.

## **CHAPTER XXIII - WINDING UP**

163. For winding up of the Company the provisions, contained in Part III and IIIA of the Banking Act will apply and the provisions of the Act will also apply to the extent to which they are not varied or inconsistent with the Banking Act.

### **Distribution of assets**

164. 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, the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid-up, at the commencement of the winding up, on the Shares held by them respectively. And if in 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 or the winding up, the excess shall be distributed amongst the members in proportion to the capital at the paid up on the Shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of Shares issued upon special terms and conditions.

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

165. (1) The liquidators may with the sanction of an Extraordinary 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 any of them, as the liquidators, with the like sanction shall think fit.
- (2) If thought expedient any such division may subject to the provisions of the Act, the Banking Act and these Articles 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 on, any contributory who would be prejudiced thereby shall a 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 as liability to calls or otherwise any person entitled under such division to any to the said Shares may within ten days after the passing of the Extraordinary Resolution by notice in writing direct the liquidators to sell his proportion and pay him the net proceeds and the liquidators shall if practicable act accordingly.

### **Right of shareholders in case of sale**

166. A special Resolution sanctioning a sale to any other Company duly passed pursuant to provisions of the Act may subject to the provisions of the Act and the Banking Act in like manner as aforesaid determine that any Shares or other consideration receivable by the liquidators be distributed amongst the members otherwise than in accordance with their

existing rights and any such determination shall be binding upon all the members subject to the rights of dissent and consequential rights conferred by the said section.

#### **CHAPTER XXIV - SECRECY CLAUSE**

167. No Member shall be entitled to visit inspect the Company's office without the permission of the Directors or the Managing Director or to require discover of or any information respecting any detail of the Company's business or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors or the Managing Director it will be inexpedient in the interest of the Members of the Company to communicate to the public.

#### **CHAPTER XXV - INDEMNITY AND RESPONSIBILITY**

##### **Directors' and others' right to indemnity**

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

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

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

##### **Declaration of fidelity and secrecy**

170. Every Director, Officer and other employee of the Company shall before entering upon his duties sign a declaration in such form as the Directors may from time to time direct.

We, the several persons, whose names and address 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 to our respective names.

Names, addresses, descriptions, occupations and signature of the Subscribers	Number of Shares agreed to be subscribed by each Subscriber (equity)	Signature of Witnesses with name, address and Occupation
<p>Sd/- <b>Dr. Amritlal Chunilal Shah</b> Son of Chunilal Nathajidas Shah 7, Jalkiran, G. D. Somani Marg, Cuffe Parade, Colaba, Bombay-400 005. Advisor</p>	<p>10 (Ten)</p>	<p>Sd/- Common Witness To all Advocate <b>Mohanraj</b> Son of Mishrimal Singhi Singhi &amp; Company, Advocates 7, Premchand House Annexe, Ashram Road, Ahmedabad-380 009.</p>
<p>Sd/- <b>Krishan Gopal Vassal</b> Son of Late Rajinderpal Vassal 1-E, Harbour Heights, Colaba, Bombay-400 005. Service</p>	<p>10 (Ten)</p>	
<p>Sd/- <b>Sankara Venkitasubra Mony</b> Son of Late Venkitachalam Sankara Iyer 9-A, IL Palazzo, Malabar Hill, Bombay-400 006. Service</p>	<p>10 (Ten)</p>	
<p>Sd/- <b>Ashish Kumar Thakur</b> Son of Late Abhaya Pada Thakur B-154, Twin Tower, Prabhadevi, Bombay-400 025. Service</p>	<p>10 (Ten)</p>	
<p>Sd/- <b>Man Mohan Kapur</b> Son of Late Sri Chand Kapur B-134, Twin Tower, Prabhadevi, Bombay-400 025. Service</p>	<p>10 (Ten)</p>	
<p>Sd/- <b>Arvind Narayan Palwankar</b> Son of Late Shri Narayan Chintaman Palwankar M-21, Sector 6, RHIV, Vashi, New Bombay-400 703. Service</p>	<p>10 (Ten)</p>	
<p>Sd/- <b>Dr. Basu Deb Sen</b> Son of Late Manindra Nath Sen 7, Pearl Mansion, 91, Queen's Road, Bombay-400 020. Service <b>Total :</b></p>	<p>10 (Ten) <b>70 (Seventy)</b></p>	

Dated at **Bombay** this **1<sup>st</sup>** day of **November, 1993.**

**SPECIAL RESOLUTION HAVING EFFECT ON THE ALTERATION OF AOA AS PER SEC 117(1) OF THE COMPANIES ACT 2013.**

**SPECIAL RESOLUTION PASSED BY THE SHAREHOLDERS OF AXIS BANK LIMITED THROUGH POSTAL BALLOT NOTICE DATED MARCH 31, 2016 AND PASSED ON MAY 10, 2016**

**Item No. 2: Alteration of Articles of Association of the Bank**

**“RESOLVED THAT** pursuant to the provisions of Section 5 and 14 and other applicable provisions of the Companies Act, 2013, the Rules made thereunder (including any statutory amendment(s) or modification(s) or re-enactment thereof, for the time being in force), the existing set of Articles of Association of the Bank be and are hereby substituted with the new set of Articles of Association and the same be approved and adopted in place of the existing Articles of Association of the Bank, subject to the approval of the Reserve Bank of India.”

**“RESOLVED FURTHER THAT** the Managing Director and CEO or the Deputy Managing Director or the Company Secretary of the Bank be and is hereby severally authorized to execute any agreements, documents, deeds or instructions or writings and to do all such acts, deeds, matters and things as may be considered necessary to give effect to this resolution and to delegate all or any of its powers herein conferred to any other Officer(s) of the Bank, for giving effect to this resolution.”

**SPECIAL RESOLUTION PASSED BY THE SHAREHOLDERS OF AXIS BANK LIMITED THROUGH POSTAL BALLOT NOTICE DATED MARCH 27, 2023 AND PASSED ON APRIL 28, 2023**

**Item No. 2: Alteration of articles of association - Cancellation of nomination rights of the Administrator of the Specified Undertaking of the Unit Trust of India.**

“**RESOLVED THAT**, pursuant to Section 14 and other applicable provisions, if any, of the Companies Act, 2013 and the rules notified thereunder, (the “**Act**”), Section 35B and other applicable provisions, if any, of the Banking Regulation, Act, 1949, read with the relevant rules, guidelines and circulars issued by the Reserve Bank of India (the “**RBI**”) and any other applicable laws (including any statutory amendment(s), modification(s), variation(s) or re-enactment(s) thereto, for the time being in force), the provisions of the memorandum of association and the articles of association of Axis Bank Limited (the “**Bank**”), and subject to approval of RBI and such other approval(s), consent(s), permission(s) and/or sanction(s), if any, as may be necessary from the concerned statutory/regulatory authorities and subject to such conditions and modifications as may be prescribed, stipulated or imposed by any of the said statutory/regulatory authorities while granting any such approval(s), consent(s), permission(s), and/or sanction(s), the approval of the members of the Bank be and is hereby accorded for alteration of the articles of association of the Bank, by substitution of the Articles, as under:

- a) Article 2(A)(xxxii) - Deleted.
- b) Article 90(1)(c) – One Director nominated by Life Insurance Corporation of India (LIC).
- c) Article 95(4) – The Company shall ensure that the appointment of Directors by the Company in General Meeting and nomination of the Director by LIC and his/her retirement shall be in accordance with the provisions of the Said Acts and these Articles.

**RESOLVED FURTHER THAT**, the Board be and is hereby authorized to execute all such agreements, documents, instruments and writings as deemed necessary and to file requisite forms or applications with statutory / regulatory authorities, with power to settle all questions, difficulties or doubts that may arise in this regard, as they may in their sole and absolute discretion deem fit and to do all such acts, deeds, matters and things as may be considered necessary and appropriate and to delegate all or any of its powers herein conferred to any committee(s) / director(s) / officer(s) of the Bank, to give effect to this resolution.”

**SPECIAL RESOLUTION PASSED BY THE SHAREHOLDERS OF AXIS BANK LIMITED AT THEIR 29<sup>TH</sup> ANNUAL GENERAL MEETING HELD ON JULY 28, 2023**

**ITEM NO. 9 Alteration to the Articles of Association of the Bank.**

**“RESOLVED THAT** pursuant to Section 14 and other applicable provisions, if any, of the Companies Act, 2013, the rules notified thereunder, Section 35B and other applicable provisions, if any, of the Banking Regulation, Act, 1949, read with the relevant rules, guidelines and circulars issued by the Reserve Bank of India (“**RBI**”), the Securities and Exchange Board of India (Debenture Trustees) Regulation 1993, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and any other applicable laws (including any statutory amendments, modifications, variations or re-enactments thereto, for the time being in force), the provisions of the memorandum of association and the Articles of Association of Axis Bank Limited (“**Bank**”), and subject to approval of RBI and such other approval(s), consent(s), permission(s) and / or sanction(s), if any, as may be necessary from the concerned statutory / regulatory authorities and subject to such conditions and modifications as may be prescribed, stipulated or imposed by any of the said statutory / regulatory authorities while granting any such approval(s), consent(s), permission(s) and / or sanction(s), the approval of the members of the Bank be and is hereby accorded, for alteration to the Articles of Association of the Bank by inserting following sub-clause after sub-clause 90(1)(d):

90(1)(e)

*One person nominated by the debenture trustee(s), only in case of events specified under clause (e) of sub-regulation (1) of regulation 15 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended, from time to time.*

*Provided that such person nominated by the debenture trustee(s), be appointed on the Board within a period of one month from the date of receipt of nomination from the debenture trustee.*

**RESOLVED FURTHER THAT** the Board be and is hereby authorised to execute all such agreements, documents, instruments and writings as deemed necessary and to file requisite forms or applications with statutory / regulatory authorities, with power to settle all questions, difficulties or doubts that may arise in this regard, as they may in their sole and absolute discretion deem fit and to do all such acts, deeds, matters and things as may be considered necessary and appropriate and to delegate all or any of its powers herein conferred to any committee(s) / director(s) / officer(s) of the Bank, to give effect to this resolution.”



**SPECIAL RESOLUTION PASSED BY THE SHAREHOLDERS OF AXIS BANK LIMITED THROUGH POSTAL BALLOT NOTICE DATED OCTOBER 26, 2023 AND PASSED ON DECEMBER 1, 2023**

**Item No.2: Alteration of Articles of Association of the Bank**

**“RESOLVED THAT** pursuant to Section 14 and other applicable provisions, if any, of the Companies Act, 2013 and the rules notified thereunder, (the “Act”), Section 35B and other applicable provisions, if any, of the Banking Regulation, Act, 1949, read with the relevant rules, guidelines and circulars issued by the Reserve Bank of India (the “**RBI**”) and any other applicable laws (including any statutory amendment(s), modification(s), variation(s) or re-enactment(s) thereto, for the time being in force), and pursuant to the direction provided by the RBI vide its letter dated October 11, 2023, consent of the members of Axis Bank Limited (the “**Bank**”) be and is hereby accorded to (i) supersede the special resolution passed by the members of the Bank on January 16, 2023 vide postal ballot notice dated December 8, 2022 and (ii) delete proviso to Article 89(1) of the Articles of Association of the Bank **AND THAT** the altered Article 89(1), shall read as under:

Article 89 (1) - Until otherwise determined by a General Meeting the number of Directors shall be not less than three and not more than fifteen.

**RESOLVED FURTHER THAT** the Board be and is hereby authorized to execute all such agreements, documents, instruments and writings as deemed necessary and to file requisite forms or applications with statutory / regulatory authorities, with power to settle all questions, difficulties or doubts that may arise in this regard, as they may in their sole and absolute discretion deem fit and to do all such acts, deeds, matters and things as may be considered necessary and appropriate and to delegate all or any of its powers herein conferred to any committee(s) / director(s) / officer(s) of the Bank, to give effect to this resolution.”

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"Corrected by"

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**

**(IN ITS ORIGINAL JURISDICTION)**

Section Officer's  
Decree Department  
Dt. 18/10/2012

Copy applied on 18/10/12  
Copy ready on 18/10/12  
Copy Delivered on 18/10/12  
Sent by  
Regd. by Posts

**COMPANY PETITION NO. 155 OF 2012**

**CONNECTED WITH**

Dy. S.O. 18/10/12

**COMPANY APPLICATION NO. 207 OF 2012**

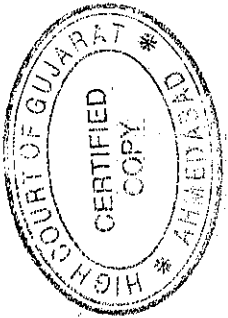
In the matter of Petition under Sections 391 to 394 of the Companies Act, 1956;

**And**

In the matter of **Axis Bank Limited** [CIN: **L65110GJI993PLC020769**], a company incorporated under the Companies Act, 1956 and licensed by the Reserve Bank of India under the Banking Regulation Act, 1949, having its Registered Office at 'Trishul', 3<sup>rd</sup> Floor, Opp. Samartheshwar Temple, Law Garden, Ellisbridge, Ahmedabad - 380 006.

**And**

In the matter of Scheme of Arrangement among Enam Securities Private Limited and Axis Bank Limited and Axis Securities and Sales Limited and their respective Shareholders and Creditors.



**Axis Bank Limited** [CIN: **L65110GJI993PLC020769**], a company incorporated under the Companies Act, 1956 and licensed by the Reserve Bank of India under the Banking Regulation Act, 1949, having its Registered Office at 'Trishul', 3<sup>rd</sup>

Floor, Opp. Samartheshwar Temple, Law  
Garden, Ellisbridge, Ahmedabad – 380 006.

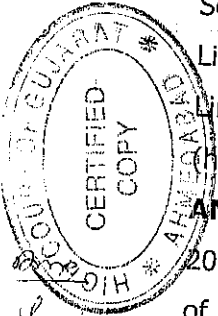
.... Petitioner

**BEFORE HONOURABLE SMT. JUSTICE ABHILASHA KUMARI**

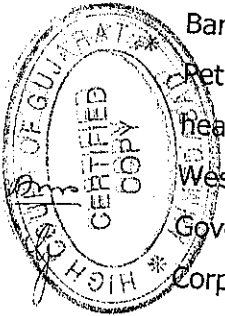
**DATE: 14<sup>th</sup> September, 2012**

**ORDER ON PETITION**

The above Petition coming on for hearing on the 14<sup>th</sup> day of September, 2012, **AND UPON READING THE** said Petition, the order dated 9<sup>th</sup> day of May, 2012 in the Company Application No. 207 of 2012 whereby convening and holding of the meetings of Equity Shareholders and Unsecured Creditors, including Fixed Depositors of the Petitioner Company was directed for the purpose of considering and if thought fit, approving, with or without modification(s), to the Scheme of Arrangement among Enam Securities Private Limited and Axis Bank Limited and Axis Securities and Sales Limited and their respective Shareholders and Creditors (hereinafter referred to as the '**Scheme of Arrangement**'), **AND UPON READING** the Affidavit dated the 5<sup>th</sup> day of July, 2012 of Mr. Pradeep Jyotindra Oza, the Company Secretary of the Petitioner Company, verifying the above Petition filed on 6<sup>th</sup> day of July, 2012 **AND UPON READING** the Affidavit dated the 9<sup>th</sup> day of June, 2012 of Mr. K. N. Prithviraj, Director of the Petitioner Company and the alternate Chairman in the absence of Prof. Samir K. Barua, appointed for both the meetings of the Equity Shareholders and Unsecured Creditors, including Fixed Depositors of the Petitioner Company, proving service of the notices of the meetings upon the Equity Shareholders and Unsecured Creditors including Fixed Depositors of the Petitioner Company and publication of the notice of the meetings of the Equity Shareholders and

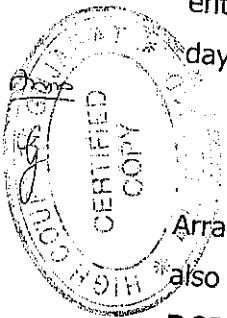


Unsecured Creditors, including Fixed Depositors in Indian Express (all editions) in English language and in Sandesh (all editions) in Gujarati language **AND UPON READING** the Reports both dated the 2<sup>nd</sup> day of July, 2012 of Prof. Samir K. Barua, the Chairman appointed for the said meetings of the Equity Shareholders and Unsecured Creditors, including Fixed Depositors of the Petitioner Company respectively, stating that the Scheme of Arrangement was approved with the requisite majority by the Equity Shareholders and Unsecured Creditors, including Fixed Depositors of the Petitioner Company respectively, present and voting, either in person or by proxy, along with the respective Affidavits dated the 2<sup>nd</sup> day of July, 2012 of Prof. Samir K. Barua, in support of the aforesaid Reports **AND UPON READING** the Order dated the 24<sup>th</sup> day of July, 2012 admitting the Petition, **AND UPON READING** the Affidavit of Service dated 1<sup>st</sup> day of August, 2012 of Mr. Bankim A Trivedi, clerk to the Advocates, appearing for the Petitioner Company, proving service of the notice of the hearing of the petition upon the Regional Director, North Western Region, Ministry of Corporate Affairs, Central Government, the Registrar of Companies, Ministry of Corporate Affairs, Gujarat Dadra & Nagar Haveli **AND UPON READING** the Affidavit dated the 16<sup>th</sup> day of August, 2012 of Mr. P. J. Oza, the Company Secretary of the Petitioner Company, proving publication of the notice of hearing of the Petition in the newspapers, 'Indian Express' – Ahmedabad Edition in the English daily, on the 13<sup>th</sup> day of August, 2012 and in 'Sandesh' – Ahmedabad Edition in Gujarati daily, on the 13<sup>th</sup> day of August, 2012 **AND UPON READING** the Affidavit dated the 28<sup>th</sup> day of August, 2012 filed by Mr. Kashmir Lal Kamboj, Regional Director, North Western Region, Ahmedabad raising certain observations and stating that subject to the said observations the scheme does not, prima-



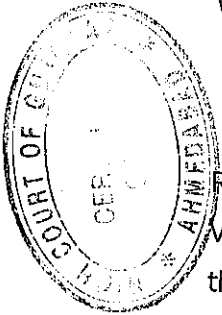
facie, appear to be prejudicial to the interest of the shareholders of the petitioner companies and the public at large **AND UPON READING** the Affidavit dated the 3<sup>rd</sup> day of September, 2012 filed by Mr. P. J. Oza, the Company Secretary of the Petitioner Company dealing with the observations of the Regional Director, North Western Region **AND UPON READING** the Further Affidavit dated the 3<sup>rd</sup> day of September, 2012 filed by Mr. P. J. Oza, the Company Secretary of the Petitioner Company, that to the best of the knowledge of the Petitioner Company no person had filed any objection to the Company Petition **AND UPON HEARING** Mr. S.N. Soparkar, Senior Advocate along with Mr. Tapan Deshpande and Mr. Nirag Pathak, of M/s. Amarchand & Mangaldas & Suresh A. Shroff & Co., Advocates for the Petitioner Company **AND UPON HEARING** Mr. Y. V. Vaghela, Central Government Standing Counsel appearing for the Regional Director **AND** no other person or persons entitled to appear at the hearing of the Petition appearing this day to show cause against the same.

**This Court doth** hereby sanction the Scheme of Arrangement as set forth in **Exhibit - "H"** to the petition and also in the **Schedule** annexed hereto **AND THIS COURT DOTH DECLARE** the Scheme of Arrangement to be binding on the Petitioner Company, and all its members and creditors and all concerned persons with effect from the 1<sup>st</sup> day of April 2010, which is the Appointed Date, or such other date as may be determined by the Board of Directors of Enam Securities Private Limited, the First Transferor Company, Axis Bank Limited, the Petitioner Company and Axis Securities and Sales Limited, the Second Transferee Company.



And this Court doth further order that parties to the Scheme of Arrangement or other persons interested shall be at liberty to apply to this Court for any direction that may be necessary in regard to the working of the Scheme of Arrangement, and

That the Petitioner Company do file with the Registrar of Companies, Ministry of Corporate Affairs, Gujarat Dadra & Nagar Haveli at Ahmedabad, a certified copy of this order within 30 days from the receipt of the same, and



This Court doth further order that payment of Rs.7,500/- as the cost of this petition awardable to Mr. Y. V. Vaghela, Central Government Standing Counsel, appearing for the Regional Director, North Western Region.

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### SCHEDULE

Scheme of Arrangement as Sanctioned by the Court.

Dated this 14<sup>th</sup> day of September, 2012.

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**SCHEME OF ARRANGEMENT**

**AMONG**

**ENAM SECURITIES PRIVATE LIMITED**

**AND**

**AXIS BANK LIMITED**

**AND**

**AXIS SECURITIES AND SALES LIMITED**

**AND**

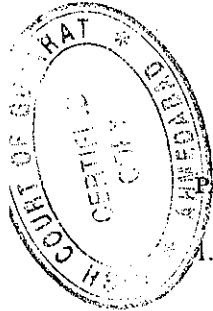
**THEIR RESPECTIVE SHAREHOLDERS AND  
CREDITORS**

**PART I - GENERAL**

1. Enam Securities Private Limited is a private limited company incorporated under the Act (as defined hereunder), having its registered office at 24 BD Rajabhadur Compound, Ambalal Doshi Marg, Fort, Mumbai - 400023, Maharashtra ("ESPL" or the "First Transferor"). The First Transferor is engaged primarily in the business of (i) investment banking, (ii) equity capital markets, (iii) debt capital markets, (iv) stock broking (retail and institutional), (v) initial public offering ("IPO") application financing and loans against shares for the purpose of share acquisitions, (vi) distribution of third party products (including broking and commission of mutual funds, equity IPOs, capital gain bonds, fixed deposits, RBI bonds) and other financial products, (vi) advisory services in relation to (i) to (v) and research, directly and through its wholly owned subsidiaries in India and overseas, namely, ESDPL (as defined hereunder), EIL (as defined hereunder), ESEL (as defined hereunder), and EFPL (as defined hereunder) (collectively, the "Financial Services Business").

2. The First Transferor also holds a membership of NSE and MCX-SX Exchanges for currency derivatives ("Currency Broking Business"), holds other assets including investments in listed and unlisted shares and securities and also holds the domain rights for its website [www.enam.com](http://www.enam.com) (the "Enam Website").

3. Axis Bank Limited is a company incorporated under the Act and having its registered office at 'Trishul', 3rd floor, Opp. Samartheshwar Temple, Law Garden, Ellisbridge, Ahmedabad - 380 006, Gujarat ("Axis Bank") Axis Bank is licensed as a banking company under the provisions of the Banking Regulation Act, 1949. The equity shares of Axis Bank are listed on The Bombay Stock Exchange Limited ("BSE") and the National Stock Exchange of India Limited ("NSE").



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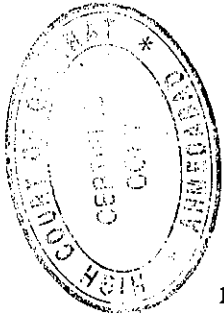
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4. Axis Securities & Sales Limited is a company incorporated under the Act and having its registered office at Corporate Office, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai - 400 025, Maharashtra (the "Second Transferee"). The Second Transferee is a wholly owned subsidiary of Axis Bank. The main objects of the Second Transferee include *inter alia*:

1. To acquire the membership of any recognized Stock Exchange, Trade Association, Commodity Exchange, Clearing House, Society, Company, Management Association, Depository Trust Company, etc. in India or elsewhere to carry on business as broker or trading by conventional, internet or any other medium and buy, sell, deal, borrow, lend in any Government, State, Dominion, Sovereign Body, Commission, Statutory Corporations, Public Body or Authority whether on its own account or on behalf of any person, body corporate, company, society, firm or association of persons whether incorporated or not, in shares, stocks, debt instruments, debentures, debenture-stocks, units of Mutual Funds, promissory notes, bills of exchange, bonds, warrants, participation certificates or participation units, other money market or capital instruments, obligations and securities, issued or guaranteed by any corporate, body, any person, firm, society or association, whatsoever including but not limited to options, futures and other derivatives, buying, selling, marketing, distributing or providing any financial products, advisory services and / or any other services either directly or through intermediaries and/or to act as clearing member of any stock exchange(s), sub-broker, agent, dealer, market-maker, depository participant, trader or in any other capacity.



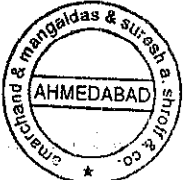
1A. To subscribe or acquire membership, dealership, permits, or to become a member of any one or more Stock Exchanges and cooperate with any other association, whether incorporated or not, whose objects are altogether or in part similar to those of the Company.

1B. To act as a merchant banker registered with SEBI and Financial and Corporate Advisor including to act as manager to public issue of securities, underwriters and sub underwriters, investment banking, agents connected with public issue management business, to act as advisor for private placement of securities, to be a primary dealer of government securities, to provide corporate advisory services relating to securities market for takeover bids, mergers, amalgamations, demergers, acquisitions, divestments, consolidations, rehabilitation or restructuring, to provide advisory services for any new projects, to act as advisory and arranger for syndication of loans, external commercial borrowings and to manage/advise on international offerings of Debt/Equity i.e., GDR, ADR, bonds and other instruments. To carry on all kinds of underwriting and portfolio management and financial advisory services whether fund based or non-fund based activities as may be permitted under the law.

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2. To establish and carry on directly or indirectly, the business of providing services of sourcing, marketing, promoting, publicizing, marketing and distributing credit cards, debit cards, currency cards, or any cards in the nature of such credit, debit or currency cards, being third party products, directly or indirectly through any channels or means; sourcing, marketing, promoting, publicising, marketing loans and advances, credit and loan

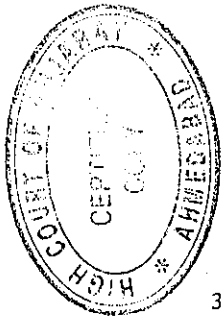
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products including personal loans, housing loans, vehicle loans, loans for furniture and fixtures, loans against securities, education loans, travel loans, and other retail loans and financial products, insurance products (including life, non-life, general insurance and any other insurance), mutual funds schemes, all being third party products to any specific person(s) or a group of persons or the public in general directly or indirectly through any channels or means, for various third party clients of the Company from time to time including individuals, trusts, pension funds, charities, association, registered societies, mutual funds, and other persons or bodies of persons whether incorporated or not, financial institutions, Banks and other companies and to undertake the activities of providing services relating to price support services, door-to-door agents for the collections received or payment of money, providing contract staffing and resource management services and to act as agent for or render the services to the clients and to undertake market research, market survey, provide telemarketing services, services relating to marketing of portfolio management services and all kinds of financial advisory services, investment supervisory services, undertaking publicity, marketing, and sales campaigns, advertisements, issuing promotional materials/brochures etc. relating to third party products and services marketed or to be marketed by the Company and undertaking all types of advertisement and promotional activities for the said third party products and services marketed or to be marketed by the Company and to generally undertake marketing, promotions, sales, distribution, sourcing, publicity and any or all of the aforesaid functions and services relating to any financial products or services offered by the clients of the Company.

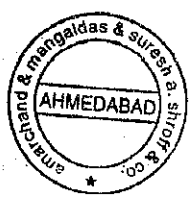


3. To subscribe to buy, sell, trade, exchange, deal, barter, swap, borrow, lend, assure underwrite, guarantee, give comfort for pledge, hypothecate, charge, mortgage, procure or mobilize funds, deposits or subscriptions, bid for or arrange placement of or otherwise engage in India or abroad in trade and investment instruments of all kinds and types, whether securitised or not, including shares, stocks, securities debentures, bonds, cumulative convertible preference shares, certificates of deposits, commercial paper, participation certificates, bills of exchange, letters of credit, promissory notes, cheques whether negotiable or not, currencies, drafts, traveler's cheques, factoring of debt, all kind of units, coupons, warrants, options and such other derivatives, issued or to be issued by companies, governments corporations, banks, co-operative firms, organisations, mutual benefit societies in India or abroad and trade in either as principal, broker, agent, dealer, stockist, trader, consignee or any other capacity.

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5. The First Transferor, the Second Transferee, Axis Bank, Nemish Shanitlal Shah, Rekha Shah, Krutharth N. Shah, Advance Compuflow Services Private Limited, Lata Bhanshali, Vallabh R. Bhansali, Enam Investments Services Private Limited, Talma Chemicals Industries Private Limited, Jagdish Master and Manish Chokhani have entered into an Implementation Agreement dated November 17, 2010, as amended by the First Amendment Agreement dated December 7, 2010, the Second Amendment Agreement dated September 16, 2011, the Third Amendment Agreement dated February 8, 2012 and the Fourth Amendment Agreement dated April 27, 2012 (the "Implementation Agreement"), pursuant to which the parties thereto have agreed *inter alia* to transfer the Demerged Undertaking (comprising the Financial Services Business

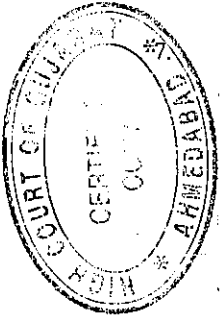
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of the First Transferor, as more particularly defined hereunder) as a going concern by way of a Demerger (as defined hereunder) to the First Transferee, and to effect such other transactions referred to therein, the terms and conditions relating to the same and the implementation thereof, in accordance with and subject to the terms and conditions of the Implementation Agreement. Further, the Second Transferor and the Second Transferee have agreed to transfer the Transferred Business Undertaking (as defined hereunder) by way of a Sale (as defined hereunder) from the Second Transferor to the Second Transferee.

6. In furtherance of the Implementation Agreement and the understanding between the parties thereto, this Scheme (as defined hereunder) provides for the Demerger of the Demerged Undertaking of the First Transferor to the First Transferee, the Sale of the Transferred Business Undertaking of the Second Transferor to the Second Transferee and various other matters consequential or otherwise integrally connected therewith, pursuant to Sections 391 to 394 and other relevant provisions of the Act in the manner provided for in this Scheme and in compliance with the provisions of Sections 2(19AA) and 2(41A) of the Income Tax Act, 1961.



The Demerger of the Demerged Undertaking to the First Transferee and the Sale of the Transferred Business Undertaking to the Second Transferee pursuant to this scheme of arrangement would *inter alia* have the following benefits:

- (i) Having the Transferred Business Undertaking under one umbrella providing the entire gamut of services relating to primary and secondary markets would create a comprehensive capital market intermediary with optimum size, greater financial strength and flexibility;
- (ii) The consolidation of the financial services business of the First Transferor and the Second Transferee will lead to synergies of operations and would enable the Second Transferee to participate more vigorously and profitably in an increasingly competitive and liberalized market;
- (iii) Enhancing the scale of operations will result in reduction in overheads, administrative, managerial and other expenditure, operational rationalization, organizational efficiency and optimal utilization of various resources; and
- (iv) The scheme of arrangement will help Axis Bank together with its group companies to enhance its presence in the equity / financial services market in India and abroad.

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8. The Demerger of the Financial Services Business of the First Transferor is in full compliance with the provisions of Section 2(19AA) of the Income Tax Act, 1961 and always should be read and revised in any way if it is perceived to be not in compliance of the said Section, such that:

- (i) All the properties of the Demerged Undertaking, being transferred by the First Transferor, immediately before the Demerger become the properties of the First Transferee by virtue of the Demerger;

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- (ii) All the liabilities relating to the Demerged Undertaking, being transferred by the First Transferor, immediately before the Demerger become the liabilities of the First Transferee by virtue of the Demerger;
- (iii) The properties and the liabilities, if any, relating to the Demerged Undertaking, being transferred by the First Transferor, are transferred to the First Transferee at the values appearing in the books of account of the First Transferor immediately before the Demerger;
- (iv) The First Transferee shall issue shares to the shareholders of the First Transferor in consideration of the Demerger on a proportionate basis;
- (v) All shareholders of the First Transferor shall become the shareholders of the First Transferee by virtue of the Demerger; and
- (vi) The transfer of the Demerged Undertaking will be on a going concern basis.

9. This Scheme is divided into the following parts:

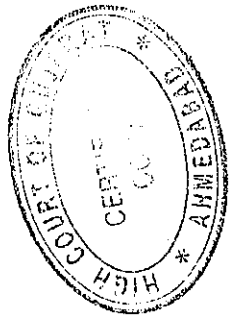
- (i) Part I, which deals with the introduction and definitions;
- (ii) Part II, which deals with the Demerger of the Financial Services Business;
- (iii) Part III, which deals with the Sale of the Transferred Business Undertaking; and
- (iv) Part IV, which deals with the general terms and conditions applicable to the Scheme.

10. The Scheme also provides for various other matters consequential or otherwise internally connected herewith.

11. **Definitions**

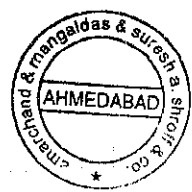
In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meaning:

- (A) "Act" means the Companies Act, 1956 and includes any statutory re-enactment or modification thereof from time to time;
- (B) "Axis Bank" shall have the meaning ascribed to it in Clause 3 above;
- (C) "Axis Bank Shares" shall have the meaning ascribed to it in Clause 27 below;
- (D) "BSE" means The Bombay Stock Exchange Limited;
- (E) "Brand" means all unregistered and registered trademarks, service marks, certification marks, designs, trade names relating to "Enam" owned by or licensed to or used by the First Transferor and slogans



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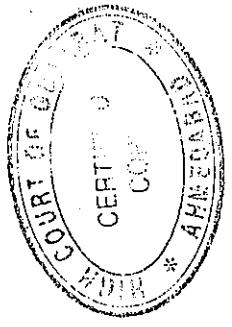
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used in relation thereto, which for the avoidance of doubt, shall not include the websites [www.enamdirect.in](http://www.enamdirect.in) and [www.enamdirect.co.in](http://www.enamdirect.co.in) owned and operated by ESDPL;

- (F) "CCI" means the Competition Commission of India, as established under the Competition Act, 2002;
- (G) "CDSL" means the Central Depository Services (India) Limited;
- (H) "Courts" or "High Courts" means the High Court of Judicature at Bombay and the High Court of Gujarat, and shall include the National Company Law Tribunal as applicable or such other forum or authority as may be vested with the powers of a High Court under Sections 391 to 394 of the Act;
- (I) "Demerger Appointed Date" means the opening of business on April 1, 2010;
- (J) "Demerged Undertaking" means the First Transferor's undertakings, business, activities and operations pertaining to the Financial Services Business of the First Transferor, on a going concern basis and shall mean and include (without limitation):

- (i) all assets, including investments and property of, and required for, the Financial Services Business wherever situate, whether movable or immovable, tangible or intangible, in possession or reversion, including but not limited to securities held by the First Transferor in ESDPL, EFPL, EIL, ESEL, securitised assets, receivables and security receipts, all mutual fund investments held by the First Transferor, all cash and bank balances (including cash and bank balances deposited with any banks or entities), money at call and short notice, loans, advances, contingent rights or benefits, reserves, provisions, funds, benefits of all agreements, bonds, debentures, debenture stock, units or pass through certificates, offices including marketing offices and liaison offices, branches, work-in-progress, current assets (including inventories, sundry debtors, bills of exchange, loans and advances), vehicles, furniture, fixtures, share of any joint assets, and other facilities in connection with or relating to the Financial Services Business;

- (ii) all permits, quotas, registrations, rights, entitlements, licenses including the licenses issued by the Securities and Exchange Board of India for the First Transferor to act as a stock broker of the BSE, a stock broker of the NSE, a trading and clearing member of the BSE, a trading and clearing member of NSE, license to act as a depository participant, license to act as a merchant banker, license to act as a self-clearing member of the derivatives segment of the BSE, claims, permissions, approvals, authorities, consents, benefits of any kind including benefit of any deposits, privileges, exemptions including tax exemptions, including payments of direct tax or indirect tax, advance tax paid



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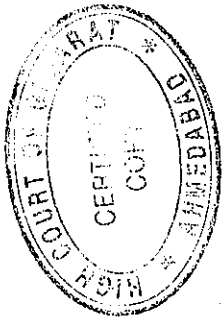
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by or any tax deducted in respect of any income received, any tax advances, receivables, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, email, internet, leased line connections and installations, electricity and other services, provisions and benefits of all engagements, agreements, contracts, letters of intent, memoranda of understanding, cheques and other negotiable instruments (including post dated cheques), benefit of assets or properties or other interest held in trust, benefit of any security arrangements, expressions of interest whether under agreement or otherwise, and arrangements and all other interests of every kind, nature and description whatsoever enjoyed or conferred upon or held or availed of by and all rights and benefits in connection with or relating to the Financial Services Business,

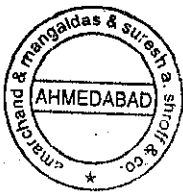
- (iii) patents, copyrights, all other intellectual property including trade and service names and service marks, goodwill, receivables, belonging to or utilized for and trademarks belonging to the Financial Services Business;
- (iv) all records, files, papers, engineering and process information, computer programs, software licenses, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers, suppliers and employees, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Financial Services Business; and
- (v) all present and future liabilities (including contingent liabilities and the First Transferor Transferred Liabilities) pertaining or relating to the Financial Services Business as set out in Clause 16 of this Scheme.



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- (K) "Demerged Undertaking Opening Financial Statement" means the duly audited opening balance sheet of the Demerged Undertaking as at the opening of business hours on the Demerger Appointed Date as set out in Schedule I hereto;
- (L) "Demerger" means the transfer by way of demerger of the Demerged Undertaking of the First Transferor to the First Transferee pursuant to this Scheme and the consequent issuance of equity shares by the First Transferee to the shareholders of the First Transferor as set out in this Scheme;
- (M) "DFSA" means the Dubai Financial Services Authority;
- (N) "EFPL" means Enam Finance Private Limited, a company incorporated under the Act and having its registered office at Flat No. 11, 4th Floor, Vijay Deluxe Apartments, Door No 7/4 First Main Road City Colony Mylapore, Chennai, Tamil Nadu, 600004, and registered

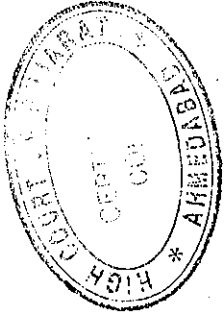
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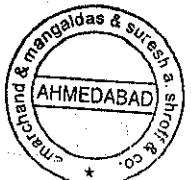
as a "non-banking finance company" with the RBI under Section 45-IA of the Reserve Bank of India Act, 1934;

- (O) "EIL" means Enam International Ltd. (UAE), a company incorporated under the laws of the United Arab Emirates and regulated by the DFSA;
- (P) "ESDPL" means the Enam Securities Direct Private Limited, a company incorporated under the Act and having its registered office at 24 BD Rajabhadur Compound, Ambalal Doshi Marg, Fort, Mumbai - 400023, Maharashtra, India and registered as a stock broker with the SEBI;
- (Q) "ESEL" means Enam Securities Europe Limited (UK), a company incorporated under the laws of the United Kingdom and regulated by the FSA;
- (R) "ESPL" shall have the meaning ascribed to it in Clause 1 above;
- (S) "Effective Date" means the last of the dates on which the conditions and matters referred to in Clause 49 hereof occur or have been fulfilled or waived;  
  
References in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" shall mean the Effective Date;
- (T) "Enam Website" shall have the meaning ascribed to it in Clause 2 above;
- (U) "Encumbrance" means any options, pledge, mortgage, hypothecation, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever;
- (V) "Financial Services Business" shall have the meaning set forth in Clause 1;
- (W) "First Transferee" means Axis Bank, for the purposes of the Demerger pursuant to Part II of this Scheme;
- (X) "First Transferor" shall have the meaning ascribed to it in Clause 1 above;
- (Y) "First Transferor Remaining Business" means all the undertakings, businesses, activities, operations, assets and liabilities (including investments in listed and unlisted shares and securities and identified assets and bank balances) of ESPL, other than those comprised in the Demerged Undertaking. For the avoidance of doubt it is clarified that the membership of NSE and MCX-SX Exchanges for currency derivatives, any commodity broking or derivative business and all related assets, liabilities, operations and businesses undertaken by the



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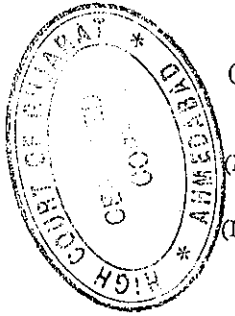
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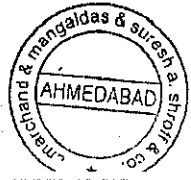
Transferor in relation to the same shall form part of the Remaining Business;

- (Z) "First Transferor Transferred Liabilities" shall have the meaning ascribed to it in Clause 16 (i) hereof;
- (AA) "FSA" means the (United Kingdom) Financial Services Authority;
- (BB) "Implementation Agreement" shall have the meaning ascribed to it in Clause 5 above;
- (CC) "Implementation Agreement Execution Date" shall mean November 17, 2010;
- (DD) "NSDL" means the National Securities Depository Limited;
- (EE) "NSE" shall mean the National Stock Exchange of India Limited;
- (FF) "Offering" shall have the meaning ascribed to it in Clause 28 (iii) below;
- (GG) "Other Approvals" shall have the meaning ascribed to it in Clause 51 below;
- (HH) "RBI" means the Reserve Bank of India;
- (II) "Regulatory Authority" means any applicable regulatory, competition or supervisory body or, banking authority, quasi-regulatory agency or body (including any stock or commodity exchange), or court, including but not limited to the RBI, BSE, NSE, USE, NSDL, CDSL, SEBI, FSA, DFSA along with the authorities before which appeals against the decisions made by any of the foregoing may be brought;
- (JJ) "Sale" means the transfer, by way of a slump sale, of the Transferred Business Undertaking of the Second Transferor to the Second Transferee pursuant to this Scheme, in consideration for which a cash consideration of Rs. 274,15,02,154 (Rupees Two Hundred Seventy Four Crores Fifteen Lakhs Two Thousand One Hundred and Fifty Four Only) shall be paid by the Second Transferee to the Second Transferor on the Effective Date;
- (KK) "Sale Appointed Date" means April 1, 2010, immediately after giving effect to the Demerger as set out in Part II of this Scheme;
- (LL) "Sale Consideration" shall have the meaning ascribed to it in Clause 41 hereof;
- (MM) "Schedules" shall mean schedules to this Scheme;
- (NN) "Scheme" means this Scheme of Arrangement including any modification or amendment hereto, made in accordance with the terms hereof;
- (OO) "SEBI" means the Securities and Exchange Board of India;



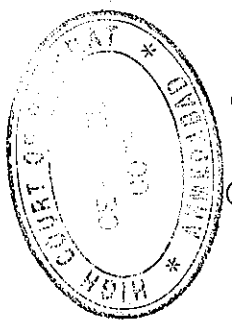
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- (PP) "Second Transferee" shall have the meaning ascribed to it in Clause 4 above;
- (QQ) "Second Transferor" means Axis Bank, after giving effect to the Demerger pursuant to Part II of this Scheme;
- (RR) "Second Transferor Remaining Business" means all the undertakings, businesses, activities, operations, assets and liabilities (including investments in listed and unlisted shares and securities and identified assets and bank balances) of Axis Bank, other than those comprised in the Transferred Business Undertaking.
- (SS) "Second Transferor Transferred Liabilities" shall have the meaning ascribed to it in Clause 35 (i) hereof;
- (TT) "Share Entitlement Ratio" shall have the meaning ascribed to it in Clause 28 hereof;
- (UU) "Stock Exchanges" means the stock exchanges on which the shares of Axis Bank are listed, being the BSE and NSE;
- (VV) "Transferred Business Undertaking" means the Second Transferor's undertakings, business, activities and operations pertaining to the Financial Services Business demerged from the First Transferor to the First Transferee pursuant to the Demerger set forth in Part II of this Scheme, and shall mean and include (without limitation):



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- (i) all assets, including investments and property of, and required for, the Financial Services Business wherever situate, whether movable or immovable, tangible or intangible, in possession or reversion, including but not limited to securities held by the Second Transferor in ESDPL, EFPL, EIL, ESEL, securitised assets, receivables and security receipts, all mutual fund investments held by the Second Transferor, all cash and bank balances (including cash and bank balances deposited with any banks or entities), money at call and short notice, loans, advances, contingent rights or benefits, reserves, provisions, funds, benefits of all agreements, bonds, debentures, debenture stock, units or pass through certificates, offices including marketing offices and liaison offices, branches, work-in-progress, current assets (including inventories, sundry debtors, bills of exchange, loans and advances), vehicles, furniture, fixtures, share of any joint assets, and other facilities;
- (ii) all permits, quotas, registrations, rights, entitlements, licenses in relation to the Financial Services Business including the licenses issued by the Securities and Exchange Board of India for the Second Transferor to act as a stock broker of the BSE, a stock broker of the NSE, a trading and clearing member of the BSE, a trading and clearing member of NSE, license to act as a depository participant, license to act as a merchant banker, license to act as a self-clearing member of the derivatives

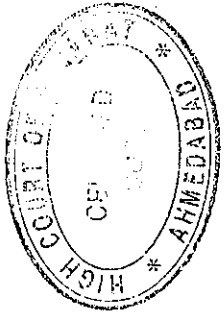
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segment of the BSE, claims, permissions, approvals, authorities, consents, benefits of any kind including benefit of any deposits, privileges, exemptions including tax exemptions, including payments of direct tax or indirect tax, advance tax paid by or any tax deducted in respect of any income received, any tax advances, receivables, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, email, internet, leased line connections and installations, electricity and other services, provisions and benefits of all engagements, agreements, contracts, letters of intent, memoranda of understanding, cheques and other negotiable instruments (including post dated cheques), benefit of assets or properties or other interest held in trust, benefit of any security arrangements, expressions of interest whether under agreement or otherwise, and arrangements and all other interests of every kind, nature and description whatsoever enjoyed or conferred upon or held or availed of by and all rights and benefits in connection with or relating to the Financial Services Business,



- (iii) patents, copyrights, all other intellectual property including trade and service names and service marks, goodwill, receivables, belonging to or utilized for and trademarks belonging to the Financial Services Business including but not limited to the websites [www.enamdirect.in](http://www.enamdirect.in) and [www.enamdirect.co.in](http://www.enamdirect.co.in) owned and operated by ESDPL;
- (iv) all records, files, papers, engineering and process information, computer programs, software licenses, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers, suppliers and employees, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Financial Services Business; and
- (v) all present and future liabilities (including contingent liabilities and the Second Transferor Transferred Liabilities) appertaining or relating to the Financial Services Business as set out in Clause 35 of this Scheme.

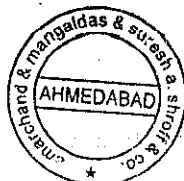
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(WW) "Transferred Business Undertaking Opening Financial Statement" means the duly audited opening balance sheet of the Transferred Business Undertaking as on the Sale Appointed Date as set out in Schedule II hereto;

(XX) "Trustee" shall have the meaning ascribed to it in Clause 28 (ii) hereof;

(YY) "USE" means the United Stock Exchange.

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12. Share Capital

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- (i) The share capital structure of the First Transferor as on March 31, 2012 was as follows:

Authorized Capital	Rupees
Comprising 2,500,000 equity shares of Rs. 10/- (Rupees Ten Only) each, aggregating Rs. 25,000,000/- (Rupees Twenty Five Million Only) and 250,000 4% redeemable non-cumulative preference shares of Rs. 100/- (Rupees One Hundred Only) each aggregating to Rs. 25,000,000/- (Rupees Twenty Five Million Only).	Rs. 50,000,000
<b>Issued, Subscribed and Paid-up</b>	
Comprising of 2,418,000 equity shares of Rs. 10/- (Rupees Ten Only) each.	Rs. 24,180,000

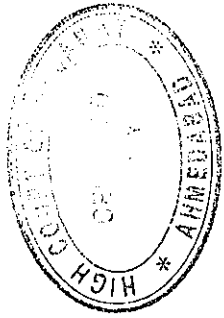
- (ii) The share capital structure of Axis Bank as on March 31, 2012 was as follows:

Authorized Capital	Rupees
Comprising 500,000,000 equity shares of Rs. 10/- (Rupees Ten Only) each, aggregating Rs. 5,000,000,000/- (Rupees (Five Billion Only) Only).	Rs. 5,000,000,000
<b>Issued, Subscribed and Paid-up</b>	
Comprising 413,203,952 equity shares of Rs. 10/- (Rupees Ten Only) each	Rs. 4,132,039,520

The equity shares of Axis Bank are listed on BSE and NSE and the global depository receipts are listed on the London Stock Exchange.

- (iii) The share capital structure of the Second Transferee as on March 31, 2012 was as follows:

Authorized Capital	Rupees
120,000,000 equity shares of Rs. 10/- (Rupees Ten Only) each aggregating Rs. 1200,000,000- (Rupees One Thousand Two Hundred Million Only)	Rs. 1,200,000,000
<b>Issued, Subscribed and Paid-up</b>	
Comprising 120,000,000 equity shares of Rs. 10/- (Rupees Ten Only) each	Rs. 1,200,000,000



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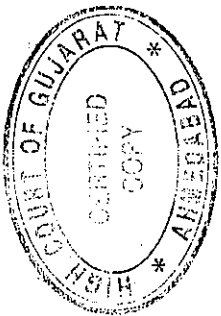
PART II - DEMERGER OF THE FINANCIAL SERVICES BUSINESS

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Section 1 - Transfer and Vesting of the Demerged Undertaking

13. Transfer of Assets

(i) Upon the coming into effect of this Scheme and with effect from the Demerger Appointed Date, the Demerged Undertaking (including all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances of the Demerged Undertaking) shall, subject to the provisions of this Clause 13 in relation to the mode of vesting and pursuant to Section 394 (2) of the Act and without any further act, deed, matter or thing, be demerged from the First Transferor and be transferred to and vested in or shall be deemed to have been demerged from the First Transferor and transferred to and vested in the First Transferee as a going concern so as to become as and from the Demerger Appointed Date, the estate, assets, rights, claims, title, interest authorities of the First Transferee subject to the provisions of this Scheme in relation to Encumbrances thereon in favour of banks and/or financial institutions.



(ii) In respect of such of the assets of the Demerged Undertaking as are movable in nature or are otherwise capable of transfer by delivery of possession, payment or by endorsement and delivery, the same may be so transferred by the First Transferor, and shall become the property of the First Transferee as an integral part of the Demerged Undertaking with effect from the Demerger Appointed Date pursuant to the provisions of Section 394 of the Act without requiring any deed or instrument of conveyance for transfer of the same.

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(iii) In respect of such of the assets belonging to the Demerged Undertaking other than those referred to in sub-clause (ii) above, the same shall, as more particularly provided in sub-clause (i) above, without any further act, instrument or deed, be demerged from the First Transferor and transferred to and vested in and/or be deemed to be demerged from the First Transferor and transferred to and vested in the First Transferee upon the coming into effect of the Scheme and with effect from the Demerger Appointed Date pursuant to the provisions of Section 391 to Section 394 of the Act.

(iv) All assets, right, title or interest acquired by the First Transferor after the Demerger Appointed Date but prior to the Effective Date in relation to the Demerged Undertaking shall also, without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in the First Transferee upon the coming into effect of this Scheme and with effect from the Demerger Appointed Date pursuant to the provisions of Sections 391 to 394 of the Act.

(v) Upon the effectiveness of the Scheme, the First Transferor, the Second Transferee and Axis Bank shall enter into appropriate arrangements for

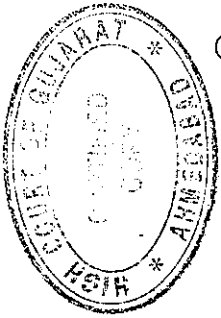
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licensing of the Brand in accordance with the Implementation Agreement,

14. *Contracts, Deeds, Licenses etc.*

(i) Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking, to which the First Transferor is a party or to the benefit of which the First Transferor may be eligible or for the obligations of which the First Transferor may be liable, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour, as the case may be, of the First Transferee and may be enforced as fully and effectually as if, instead of the First Transferor, the First Transferee had been a party or beneficiary or obligee thereto.



(ii) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Demerged Undertaking occurs by virtue of this Scheme itself, the First Transferee may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the First Transferor is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The First Transferee shall, under the provisions of Part II of this Scheme, be deemed to be authorised to execute any such writings on behalf of the First Transferor and to carry out or perform all such formalities or compliances referred to above on the part of the First Transferor to be carried out or performed.

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(iii) For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the First Transferor in relation to the Demerged Undertaking shall stand transferred to the First Transferee as if the same were originally given by, issued to or executed in favour of the First Transferee, and the First Transferee shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the First Transferee. The First Transferee shall make applications to any Regulatory Authority as may be necessary in this behalf.

15. Without prejudice to the aforesaid, it is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking which the First Transferor owns or to which the First Transferor is a party to cannot be transferred to the First Transferee for any reason whatsoever, the First Transferor shall hold such asset or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of

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the First Transferee, insofar as it is permissible so to do, till such time as the transfer is effected.

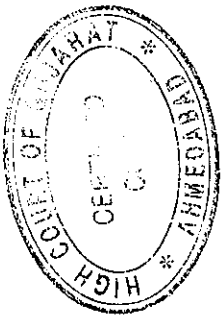
16. *Transfer of Liabilities*

(i) Upon the coming into effect of this Scheme, the following debts, liabilities, loans raised and used, duties and obligations of the First Transferor as on the Demerger Appointed Date relating to the Demerged Undertaking (collectively the "First Transferor Transferred Liabilities") shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the First Transferee to the extent that they are outstanding on the Effective Date and shall become the debts, liabilities, loans, obligations and duties of the First Transferee:

- (a) all the liabilities which arose out of the activities or operations of the Demerged Undertaking;
- (b) the specific loans or borrowings (including debentures) raised, incurred and utilized solely for the activities or operations of the Demerged Undertaking as set out in the Demerged Undertaking Opening Financial Statement; and
- (c) in cases other than (a) or (b) above, so much of the amounts of general or multipurpose borrowings, if any, of the First Transferor, as, in the aggregate, stand in the same proportion which the value of assets being transferred to the First Transferee pursuant to the Demerger bears to the total value of the assets of the First Transferor on the Demerger Appointed Date. The amount of the general or multipurpose borrowings of the First Transferor which are transferred on this basis are reflected in the Demerged Undertaking Opening Financial Statement.

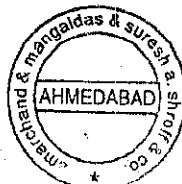
(ii) Where any of the loans raised and used, debts, liabilities, duties and obligations of the First Transferor as on the Demerger Appointed Date deemed to be transferred to the First Transferee have been discharged by the First Transferor on or after the Demerger Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the First Transferee.

(iii) Upon the coming into effect of the Scheme, all loans raised and used and all debts, liabilities, duties and obligations incurred or created by the First Transferor for the operations of the Demerged Undertaking from the Demerger Appointed Date and prior to the Effective Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for and on behalf of the First Transferee, and shall, to the extent they are outstanding on the Effective Date, without any further act or deed be and stand transferred to and be deemed to be transferred to the First Transferee and shall become the loans, debts, liabilities, duties and obligations of the First Transferee.



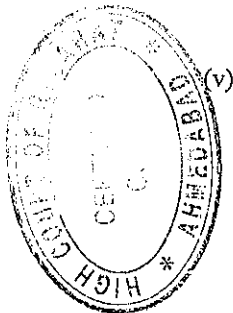
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(iv) In so far as the existing Encumbrances in respect of the First Transferor Transferred Liabilities are concerned, or those, if any, created by the First Transferor after the Demerger Appointed Date in accordance with this Scheme and in relation to the liabilities being transferred to the First Transferee pursuant to Clause 16(i)(c) above, over the assets comprised in the Demerged Undertaking transferred to the First Transferee by virtue of this Scheme, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over such assets comprised in the Demerged Undertaking which have been Encumbered in relation to the aforesaid liabilities. Provided that if any of the assets comprised in the Demerged Undertaking which are being transferred to the First Transferee pursuant to this Scheme have not been Encumbered as aforesaid, such assets shall remain unencumbered and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment or approval which may be required by a lender or trustee or third party shall not affect the operation of the above.



For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the First Transferor Remaining Business are concerned, the Encumbrances over such assets in relation to the liabilities of the Demerged Undertaking (including the First Transferor Transferred Liabilities) transferred to the First Transferee in accordance with this Scheme shall, as and from the Effective Date without any further act, instrument or deed be released and discharged from the obligations and Encumbrances relating to the same. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. Further, in so far as the assets comprised in the Demerged Undertaking are concerned, the Encumbrances over such assets relating to any loans, borrowings or debentures or other debts or debt securities or liabilities which are not transferred pursuant to this Scheme (and which shall continue with the First Transferor), shall without any further act or deed be released and discharged from such Encumbrances and shall no longer be available as security in relation to such liabilities.

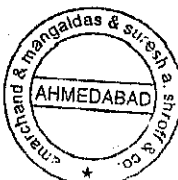
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(vi) Without prejudice to the provisions of the foregoing Clauses and upon the effectiveness of the Scheme, the First Transferor and the First Transferee shall execute any instrument/s and/or document/s and/or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the respective Registrar of Companies to give formal effect to the above provisions, if required.

(vii) It is expressly provided that, save as mentioned in this Clause, no other term or condition of the liabilities transferred to the First Transferee as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

(viii) Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Clause

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shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document, all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

17. *Transfer of assets and liabilities at Book Values*

All the assets and liabilities of the Demerged Undertaking shall be transferred to the First Transferee at the values appearing in the books of the First Transferor.

18. *Legal, taxation and other proceedings*

(i) Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the First Transferor and relating to the Demerged Undertaking, under any statute, whether pending on the Demerger Appointed Date or which may be instituted any time thereafter, shall be continued and enforced by or against the First Transferee after the Effective Date. The First Transferee shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with the First Transferor.

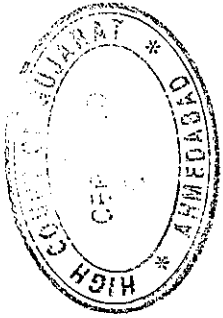
(ii) If proceedings are taken against the First Transferor in respect of the matters referred to in sub-clause (i) above, it shall defend the same in accordance with the advice of the First Transferee and at the cost of the First Transferee, and the latter shall reimburse and indemnify the First Transferor against all liabilities and obligations incurred by the First Transferor in respect thereof.

19. *Employees, Consultants etc.*

(i) Upon the coming into effect of this Scheme (a) all permanent employees of the First Transferor engaged in the Demerged Undertaking as on the Effective Date shall become the permanent employees of the First Transferee, subject to the provisions hereof without any break in their service and on the basis of continuity of service and, on terms and conditions not less favourable than those on which they are engaged by the First Transferor in the Demerged Undertaking and without any interruption of service as a result of the transfer of the Demerged Undertaking.

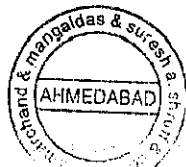
The First Transferee agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the uninterrupted past services of such employees with the First Transferor shall also be taken into account, and agrees and undertakes to pay the same as and when payable.

(ii) In so far as the existing benefits including provident fund, gratuity fund and superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by the First Transferor for its employees are concerned, the First Transferee shall stand substituted for the First Transferor, for all purposes whatsoever, including relating to the



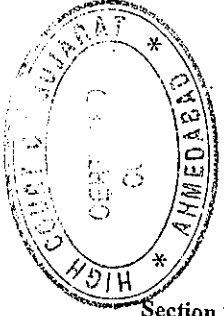
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obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such Employees. In relation to the gratuity fund of the First Transferor, the First Transferee shall stand substituted for the First Transferor in relation to the fund in its entirety and the First Transferor and the First Transferee shall co-operate and use best endeavours to obtain such approvals as may be necessary to effect the transfer of such proportion of the investments made by the gratuity fund which are transferred to the First Transferee and are referable to the employees of the First Transferor who do not form part of the Demerged Undertaking and are not transferred to the First Transferee pursuant to the Scheme; in the event the First Transferee receives any amounts in relation to such employees, it shall promptly repay these amounts to the First Transferor. It is clarified that the services of the employees of the Demerged Undertaking will be treated as having been continuous and not interrupted for the purpose of the said fund or funds.



- (iii) In relation to any other fund created or existing for the benefit of the employees being transferred to the First Transferee, the First Transferee shall stand substituted for the First Transferor, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such employees.

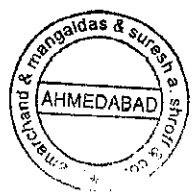
**Section 2 – Conduct of Business of Demerged Undertaking**

20. The First Transferor, with effect from the Demerger Appointed Date and up to and including the Effective Date:

- (i) shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Demerged Undertaking and stand possessed of all the estates, assets, rights, title, interest, authorities, contracts and investments of the Demerged Undertaking for and on account of, and in trust for, the First Transferee;
- (ii) all profits and income accruing to the First Transferor from the Demerged Undertaking, and losses and expenditure or incurred by it (including taxes, if any, accruing or paid in relation to any profits or income), relating to the Demerged Undertaking for the period from the Demerger Appointed Date based on the accounts of the First Transferor shall, for all purposes, be treated as the profits, income, losses or expenditure, as the case may be, of the First Transferee; and
- (iii) any of the rights, powers, authorities, privileges, attached, related or pertaining to the Demerged Undertaking exercised by the First Transferor shall be deemed to have been exercised by the First Transferor for and on behalf of, and in trust for and as an agent of the First Transferee. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Demerged Undertaking that have been undertaken or discharged by the First Transferor shall be deemed to have been undertaken for and on behalf of and as an agent for the First Transferee; and

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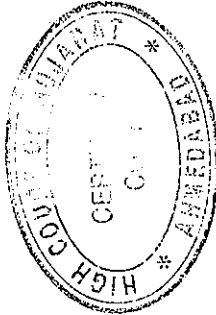




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(iv) all assets acquired and all liabilities incurred by the First Transferor after the Demerger Appointed Date but prior to the Effective Date for operation of and in relation to the Demerged Undertaking shall also without any further act, instrument or deed stand transferred to and vested in or to be deemed to have been transferred to or vested in the First Transferee upon the coming into effect of the Scheme, subject to the provisions of this Scheme in relation to Encumbrances in favour of lenders, banks and/or financial institutions and trustees for the debenture-holders.

21. Subject to paragraph 22, the First Transferor undertakes that it will preserve and carry on the business of the Demerged Undertaking with diligence and business prudence in the ordinary course consistent with past practice, in trust for the benefit of the First Transferee, and shall not, and shall ensure that its subsidiaries forming part of the Demerged Undertaking shall not, upto and including the Effective Date, save and except, (i) if the same is permitted under the Scheme or (ii) by obtaining the prior written consent of the board of directors of the First Transferee: (a) sell, transfer, alienate, charge, mortgage, or encumber the Demerged Undertaking or any part thereof except in the ordinary course of business as carried on by it consistent with past practice, including its shareholding in EIL, ESEL, EFPL and ESDPL (which, notwithstanding anything to the contrary, shall not be Encumbered in any manner without the prior written consent of the First Transferee); or (b) declare any dividend, conduct any buy back of securities or make any changes to their respective capital structure in any manner, whether by any increase (including by way of issue of equity and/or preference shares, bonus shares and/or convertible shares/debentures or otherwise), decrease, reduction, reclassification, sub-division, consolidation, re-organization, or in any other manner;

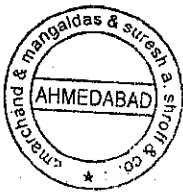


22. The First Transferee shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period after the Demerger Appointed Date and prior to the Effective Date subject to applicable law and the Act. The First Transferor shall not be entitled to declare dividend on or prior to the Effective Date, provided that in the event of any declaration of dividend by the First Transferee after the Implementation Agreement Execution Date and prior to the Effective Date, the First Transferor shall be entitled to declare dividend (net of dividend distribution tax) to its shareholders as on the relevant record date of an amount equivalent to such amount as such shareholders of the First Transferor would have received from the First Transferee had they received Axis Bank Shares pursuant to the Demerger on the relevant record date for the distribution of dividend by the First Transferee.

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23. It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of the First Transferor and / or the First Transferee or their respective subsidiaries to demand or to claim any dividends, which subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of Directors of the First Transferor and subject, wherever necessary, to the approval of the shareholders of the First Transferor.

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24. With effect from the Demerger Appointed Date and up to and including the Effective Date:
- (i) the First Transferor shall carry on and shall be deemed to have been carrying on all business and activities relating to the First Transferor Remaining Business for and on its own behalf;
  - (ii) all profits accruing to the First Transferor thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the First Transferor Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the First Transferor; and
  - (iii) all assets and properties acquired by the First Transferor in relation to the First Transferor Remaining Business on and after the Demerger Appointed Date shall belong to and continue to remain vested in the First Transferor.

**Section 3 – First Transferor Remaining Business**

25. The First Transferor Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the First Transferor subject to the provisions of this Scheme in relation to Encumbrances in favour of banks, financial institutions and trustees for debenture-holders.
26. (i) All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the First Transferor under any statute, whether pending on the Demerger Appointed Date or which may be instituted at any time thereafter, and in each case relating to the First Transferor Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the First Transferor in respect of the First Transferor Remaining Business) shall be continued and enforced by or against the First Transferor after the Effective Date, which shall keep the First Transferee fully indemnified in that behalf.
- (ii) If proceedings are taken against the First Transferee in respect of the matters referred to in sub-clause (i) above, it shall defend the same in accordance with the advice of the First Transferor and at the cost of the First Transferor, and the latter shall reimburse and indemnify the First Transferee against all liabilities and obligations incurred by the First Transferee in respect thereof.

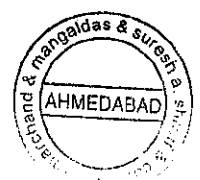
**Section 4 - Issue of Shares for Demerger**

27. In consideration of the transfer and vesting of the Demerged Undertaking in the First Transferee in accordance with the provisions of this Scheme the issue and allotment of equity shares by the First Transferee to the shareholders of the First Transferor as provided in this Scheme (the "Axis Bank Shares") shall be as an integral part of this Scheme, and deemed to be the due compliance of the provisions of Section 81(1A) and the other relevant and applicable provisions of the Act.



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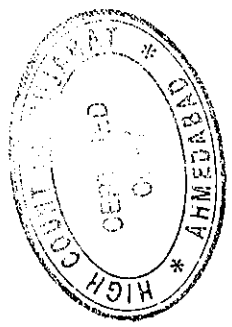
28. (i) Upon the Effective Date and in consideration of the transfer and vesting of the Demerged Undertaking in the First Transferee pursuant to Section 1 of Part II of this Scheme, the First Transferee shall, without any further act or deed, issue and allot to each member of the First Transferor whose name is recorded in the register of members as a member of the First Transferor on the Effective Date, equity shares in the First Transferee in the ratio of 5 (Five) equity shares in Axis Bank of Rs. 10/- (Rupees Ten Only) each credited as fully paid-up for every 1 (One) equity share of Rs. 10/- (Rupees Ten Only) each fully paid up held by such member in the First Transferor (the "Share Entitlement Ratio").

(ii) If any shareholder of the First Transferor becomes entitled to any fractional shares, entitlements or credit on the issue and allotment of equity shares by the First Transferee in accordance with Clause 28 of this Scheme, the board of directors of the First Transferee shall consolidate all such fractional entitlements and shall, without any further application, act, instrument or deed, issue and allot such consolidated equity shares directly to an individual trust or a board of trustees or a corporate trustee nominated by the First Transferee (the "Trustee"), who shall hold such equity shares with all additions or accretions thereto in trust for the benefit of the respective shareholders, to whom they belong and their respective heirs, executors, administrators or successors for the specific purpose of selling such equity shares in the market at such price or prices and on such time or times, as the Trustee may in its sole discretion decide and on such sale pay to the First Transferee, the net sale proceeds thereof and any additions and accretions, whereupon the First Transferee shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of the First Transferor in proportion to their respective fractional entitlements.

(iii) The Share Entitlement Ratio shall be subject to appropriate adjustments as set forth below to the extent necessary for corporate actions by the First Transferee such as bonus issues, rights issues, stock splits or any other similar capital restructuring which are approved after the date of approval of the Scheme by any of the Boards of the First Transferor or the First Transferee but prior to the Effective Date.

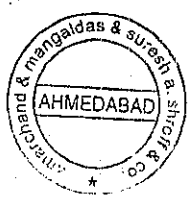
*Free distribution, bonus issue, division, consolidation and re-classification of Shares*

If the First Transferee shall (a) make a bonus issue of its shares, (b) divide the face value of its outstanding equity shares, (c) consolidate its outstanding equity shares into a smaller number of shares, or (e) re-classify any of its equity shares into other securities of the First Transferee, between the date of filing of the Scheme with the High Court of Gujarat for the first time, and the Effective Date, then the Share Entitlement Ratio shall be appropriately adjusted to take into account the impact of such action on the number of shares to be received by the members of the First Transferor pursuant to the Scheme.



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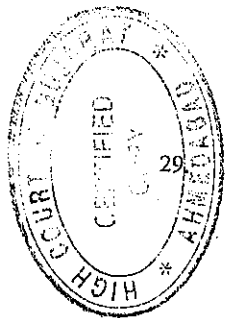
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*Rights Issues to Shareholders:*

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If the First Transferee shall, between the date of filing of this Scheme with the High Court of Gujarat for the first time, and the Effective Date, grant, issue or offer to the holders of its shares rights entitling them to subscribe for or purchase its shares or instruments ("Offering"), the members of the First Transferor as on the record date of such rights issue shall, subject to applicable law, be treated as shareholders of the First Transferee as on the record date of such rights issue and shall be entitled to participate in such rights issue in accordance with their share entitlement in terms of the Share Entitlement Ratio, subject to such shareholder confirming their intention to subscribe to the First Transferee in accordance with the terms of the rights issue. Such confirmation shall be considered a binding commitment by the shareholder to participate in the rights issue and the rights entitlement of the members of the First Transferor (as on the relevant record date) will be kept in abeyance by the First Transferee till the issuance of Axis Bank Shares to such member of the First Transferor pursuant to Clause 28 of this Scheme, and upon such issuance, the shareholder shall pay the subscription monies towards the rights entitlement to Axis Bank which shall be appropriated towards such entitlement and the entitlement given effect to by Axis Bank.

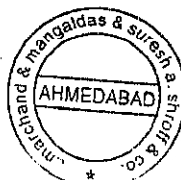


The shares issued by the First Transferee to the members of the First Transferor pursuant to Clause 28 above shall be issued in dematerialized form, unless otherwise notified in writing by the shareholders of the First Transferor to the First Transferee on or before such date as may be determined by the Board of Directors of the First Transferee or a committee thereof. In the event such notice has not been received by the First Transferee in respect of any of the members of the First Transferor, the equity shares shall be issued to such members in dematerialized form provided that the members of the First Transferor shall be required to have an account with a depository participant and shall be required to provide details thereof and such other confirmations as may be required. In the event that the First Transferee has received notice from any of the members of the First Transferor that equity shares are to be issued in physical form or if any member of the First Transferor has not provided the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required or if the details furnished by any member of the First Transferor do not permit electronic credit of the shares of the First Transferee, then the First Transferee shall issue equity shares in physical form to such member(s) of the First Transferor.

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30. The equity shares of the First Transferee issued in terms of this Scheme will be listed and/or admitted to trading on the stock exchanges where the shares of the First Transferee are listed and/ or admitted to trading on the BSE and the NSE. The shares allotted pursuant to this Scheme shall remain frozen in the depositories system in accordance with applicable directions in relation to listing/trading are given by the relevant stock exchanges.
31. The equity shares to be issued and allotted by the First Transferee in terms of this Scheme shall be subject to the provisions of the memorandum and articles of association of the First Transferee and shall rank *pari passu* in all respects with the then existing equity shares of the First Transferee.

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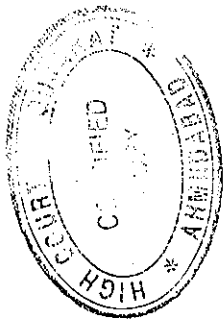
**PART III - SALE OF THE TRANSFERRED BUSINESS**

**Section 1 - Transfer by way of Sale and Vesting of the Transferred Business Undertaking**

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32. *Transfer of Assets*

(i) Upon the coming into effect of this Scheme and with effect from the Sale Appointed Date, the Transferred Business Undertaking (including all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances of the Transferred Business Undertaking) shall, subject to the provisions of this Clause 32 in relation to the mode of vesting and pursuant to Section 394 (2) of the Act and without any further act, deed, matter or thing, be transferred, by way of slump sale, from the Second Transferor and be transferred to or shall be deemed to have been transferred from the Second Transferor and transferred to and vested in the Second Transferee as a going concern so as to become as and from the Sale Appointed Date, the estate, assets, rights, claims, title, interest and authorities of the Second Transferee subject to the provisions of this Scheme in relation to Encumbrances thereon in favour of banks and/or financial institutions and shall be deemed to be due compliance of the provisions of Section 293 and the other relevant and applicable provisions of the Act.



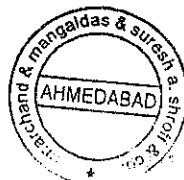
(ii) In respect of such of the assets of the Transferred Business Undertaking as are movable in nature or are otherwise capable of transfer by delivery or possession, payment or by endorsement and delivery, the same may be so transferred by the Second Transferor, and shall become the property of the Second Transferee as an integral part of the Transferred Business Undertaking with effect from the Sale Appointed Date pursuant to the provisions of Section 394 of the Act without requiring any deed or instrument of conveyance for transfer of the same.

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(iii) In respect of such of the assets belonging to the Transferred Business Undertaking other than those referred to in sub-clause (ii) above, the same shall, as more particularly provided in sub-clause (i) above, without any further act, instrument or deed, be transferred from the Second Transferor and transferred to and vested in the Second Transferee upon the coming into effect of the Scheme and with effect from the Sale Appointed Date pursuant to the provisions of Section 391 to Section 394 of the Act.

(iv) All assets, right, title or interest acquired by the Second Transferor after the Sale Appointed Date but prior to the Effective Date in relation to the Transferred Business Undertaking shall also, without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in the Second Transferee upon the coming into effect of this Scheme and with effect from the Sale Appointed Date pursuant to the provisions of Sections 391 to 394 of the Act.

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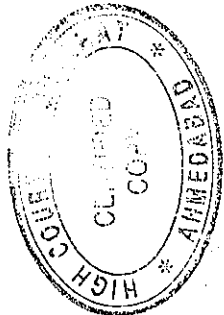
33. *Contracts, Deeds, Licenses etc.*

(i) Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferred Business Undertaking, to which the Second Transferor is a party or to the benefit of which the Second Transferor may be eligible or for the obligations of which the Second Transferor may be liable, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour, as the case may be, of the Second Transferee and may be enforced as fully and effectually as if, instead of the Second Transferor, the Second Transferee had been a party or beneficiary or obligee thereto.

(iv) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Transferred Business Undertaking occurs by virtue of this Scheme itself, the Second Transferee may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Second Transferor is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Second Transferee shall, under the provisions of Part III of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Second Transferor and to carry out or perform all such formalities or compliances referred to above on the part of the Second Transferor to be carried out or performed.

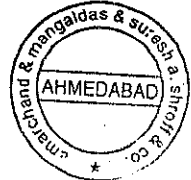
(v) For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Second Transferor in relation to the Transferred Business Undertaking shall stand transferred to the Second Transferee as if the same were originally given by, issued to or executed in favour of the Second Transferee, and the Second Transferee shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Second Transferee. The Second Transferee shall make applications to any Regulatory Authority as may be necessary in this behalf.

34. Without prejudice to the aforesaid, it is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Transferred Business Undertaking which the Second Transferor owns or to which the Second Transferor is a party to cannot be transferred to the Second Transferee for any reason whatsoever, the Second Transferor shall hold such asset or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Second Transferee, insofar as it is permissible so to do, till such time as the transfer is effected.



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35. *Transfer of Liabilities*

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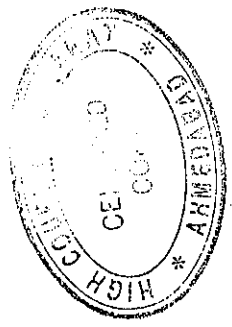
(i) Upon the coming into effect of this Scheme, the following debts, liabilities, loans raised and used, duties and obligations of the Second Transferor as on the Sale Appointed Date relating to the Transferred Business Undertaking (collectively the "Second Transferor Transferred Liabilities") shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Second Transferee to the extent that they are outstanding on the Effective Date and shall become the debts, liabilities, loans, obligations and duties of the Second Transferee:

- (a) all the liabilities which arose out of the activities or operations of the Transferred Business Undertaking; and
- (b) the specific loans or borrowings (including debentures) raised, incurred and utilized solely for the activities or operations of the Transferred Business Undertaking as set out in the Transferred Business Undertaking Opening Financial Statement.

(ii) Where any of the loans raised and used, debts, liabilities, duties and obligations of the Second Transferor as on the Sale Appointed Date deemed to be transferred to the Second Transferee have been discharged by the Second Transferor on or after the Sale Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Second Transferee.

(iii) Upon the coming into effect of the Scheme, all loans raised and used and all debts, liabilities, duties and obligations incurred or created by the Second Transferor for the operations of the Transferred Business Undertaking from the Sale Appointed Date and prior to the Effective Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for, and on behalf of the Second Transferee, and shall, to the extent they are outstanding on the Effective Date, without any further act or deed be and stand transferred to and be deemed to be transferred to the Second Transferee and shall become the loans, debts, liabilities, duties and obligations of the Second Transferee.

(iv) In so far as the existing Encumbrances in respect of the Second Transferor Transferred Liabilities are concerned, or those, if any, created by the Second Transferor after the Sale Appointed Date in accordance with this Scheme over the assets comprised in the Transferred Business Undertaking transferred to the Second Transferee by virtue of this Scheme, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over such assets comprised in the Transferred Business Undertaking which have been Encumbered in relation to the aforesaid liabilities. Provided that if any of the assets comprised in the Transferred Business Undertaking which are being transferred to the Second Transferee pursuant to this Scheme have not been Encumbered as aforesaid, such assets shall remain unencumbered and the existing Encumbrances



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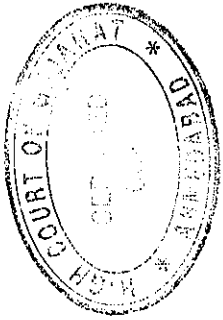
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referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment or approval which may be required by a lender or trustee or third party shall not affect the operation of the above.

(v) For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Second Transferor Remaining Business are concerned, the Encumbrances over such assets in relation to the liabilities of the Transferred Business Undertaking (including the Second Transferor Transferred Liabilities) transferred to the Second Transferee in accordance with this Scheme shall, as and from the Effective Date without any further act, instrument or deed be released and discharged from the obligations and Encumbrances relating to the same. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. Further, in so far as the assets comprised in the Transferred Business Undertaking are concerned, the Encumbrances over such assets relating to any loans, borrowings or debentures or other debts or debt securities or liabilities which are not transferred pursuant to this Scheme (and which shall continue with the Second Transferor), shall without any further act or deed be released and discharged from such Encumbrances and shall no longer be available as security in relation to such liabilities.



(vi) Without prejudice to the provisions of the foregoing Clauses and upon the effectiveness of the Scheme, the Second Transferor and the Second Transferee shall execute any instrument/s and/or document/s and/or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the respective Registrar of Companies to give formal effect to the above provisions, if required.

(vii) It is expressly provided that, save as mentioned in this Clause, no other term or condition of the liabilities transferred to the Second Transferee as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

(viii) Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Clause shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document, all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

36. *Legal, taxation and other proceedings*

(i) Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the Second Transferor or the First Transferor and relating to the Transferred Business Undertaking, under any statute, whether pending on the Sale Appointed Date or which may be instituted any time thereafter, shall be continued and enforced by or against the Second Transferee after the Effective

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Date. The Second Transferee shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with the Second Transferor.

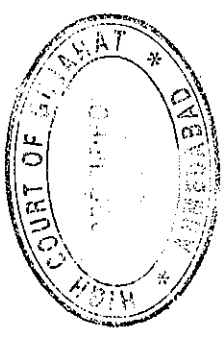
(ii) If proceedings are taken against the Second Transferor or the First Transferor in respect of the matters referred to in sub-clause (i) above, it shall defend the same in accordance with the advice of the Second Transferee and, at the cost of the Second Transferee, and the latter shall reimburse and indemnify the Second Transferor or the First Transferor against all liabilities and obligations incurred by the Second Transferor or the First Transferor in respect thereof.

37. *Employees, Consultants etc.*

(i) Pursuant to completion of Part II of this Scheme (a) all permanent employees of the Second Transferor engaged in the Transferred Business Undertaking as on the Effective Date shall become the permanent employees of the Second Transferee, subject to the provisions hereof, without any break in their service and on the basis of continuity of service and, on terms and conditions not less favourable than those on which they are engaged by the Second Transferor in the Transferred Business Undertaking and without any interruption of service as a result of the transfer of the Transferred Business Undertaking.

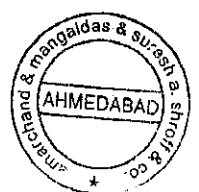
The Second Transferee agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the uninterrupted past services of such employees with the Second Transferor shall also be taken into account, and agrees and undertakes to pay the same as and when payable.

(ii) In so far as the existing benefits including provident fund, gratuity fund and superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by the Second Transferor for its employees are concerned, the Second Transferee shall stand substituted for the Second Transferor, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such Employees. In relation to the gratuity fund of the Second Transferor, the Second Transferee shall stand substituted for the Second Transferor in relation to the fund in its entirety and the Second Transferor and the Second Transferee shall co-operate and use best endeavours to obtain such approvals as may be necessary to effect the transfer of such proportion of the investments made by the gratuity fund which are transferred to the Second Transferee and are referable to the employees of the Second Transferor who do not form part of the Transferred Business Undertaking and are not transferred to the Second Transferee pursuant to the Scheme; in the event the Second Transferee receives any amounts in relation to such employees, it shall promptly repay these amounts to the Second Transferor. It is clarified that the services of the employees of the Transferred Business Undertaking will be treated as having been continuous and not interrupted for the purpose of the said fund or funds.



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- (iii) In relation to any other fund created or existing for the benefit of the employees being transferred to the Second Transferee, the Second Transferee shall stand substituted for the Second Transferor, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such employees.

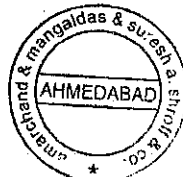
### Section 2 – Second Transferor Remaining Business

38. The Second Transferor Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Second Transferor subject to the provisions of this Scheme in relation to Encumbrances in favour of banks, financial institutions and trustees for debenture-holders.
39. All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Second Transferor under any statute, whether pending on the Sale Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Second Transferor Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Second Transferor in respect of the Second Transferor Remaining Business) shall be continued and enforced by or against the Second Transferor after the Effective Date, which shall keep the Second Transferee fully indemnified in that behalf.
40. With effect from the Sale Appointed Date and up to and including the Effective Date:
- (i) the Second Transferor shall carry on and shall be deemed to have been carrying on all business and activities relating to the Second Transferor Remaining Business for and on its own behalf;
  - (ii) all profits accruing to the Second Transferor thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Second Transferor Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Second Transferor; and
  - (iii) all assets and properties acquired by the Second Transferor in relation to the Second Transferor Remaining Business on and after the Sale Appointed Date shall belong to and continue to remain vested in the Second Transferor.

### Section 3 - Consideration for the Sale of the Transferred Business Undertaking

41. In consideration for the Sale of the Transferred Business Undertaking and upon the coming into effect of the Scheme, a lumpsum purchase consideration of Rs. 274,15,02,154 (Rupees Two Hundred Seventy Four Crores Fifteen Lakhs Two Thousand One Hundred and Fifty Four Only) shall be paid in cash by the Second Transferee to the Second Transferor (the "Sale Consideration").

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PART IV - GENERAL TERMS AND CONDITIONS

Section 1 - Accounting Treatment

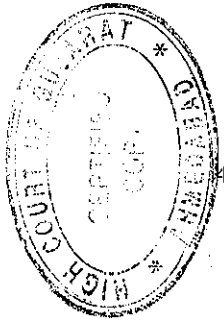
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42. Accounting treatment in the books of the First Transferor

- (i) Upon coming into effect of this Scheme, the book values of the assets and liabilities pertaining to the Financial Services Business transferred by the First Transferor to the First Transferee shall be reduced from the book values of the assets and liabilities appearing in the books of the First Transferor as on the date immediately preceding the Demerger Appointed Date.
- (ii) The excess of assets over liabilities of the Financial Services Business shall be adjusted against the balance in the Profit and Loss account as appearing on the date immediately preceding the Demerger Appointed Date in the books of the First Transferor. The balance in the Profit & Loss Account shall stand reduced to that extent.

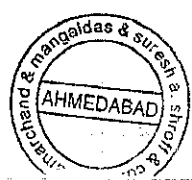
43. Accounting treatment in the books of Axis Bank

- (i) For the Demerger
  - (a) The book value of the assets appearing in the books of the First Transferee as on the date immediately preceding the Demerger Appointed Date shall be increased by the book value of the assets pertaining to the Financial Services Business demerged by the First Transferor into the First Transferee pursuant to the Demerger in terms of this Scheme.
  - (b) The book value of the liabilities appearing in the books of the First Transferee as on the date immediately preceding the Demerger Appointed Date shall be increased by the book value of the liabilities pertaining to the Financial Services Business demerged by the First Transferor into the First Transferee pursuant to the Demerger in terms of this Scheme.
  - (c) The First Transferee shall credit its Share Capital account with the aggregate of the face value of the equity shares issued pursuant to Clause 28 of this Scheme.
  - (d) The First Transferee shall credit its Capital Reserve Account with the difference of the excess of the assets over liabilities pertaining to the Financial Services Business demerged by the First Transferor into the First Transferee and the face value of the equity shares issued pursuant to Clause 28 of this Scheme.
- (ii) For the Sale
  - (a) Upon coming into effect of this Scheme the book value of the assets appearing in the books of the Second Transferor pursuant



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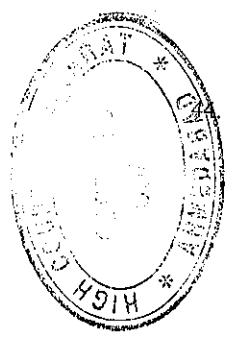
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to completion of Part II of this Scheme and as on the Sale Appointed Date shall be reduced by the book value of the assets pertaining to the Transferred Business Undertaking transferred by the Second Transferor to the Second Transferee pursuant to the Sale in terms of this Scheme.

- (b) Upon coming into effect of this Scheme the book value of the liabilities appearing in the books of the Second Transferor pursuant to completion of Part II of this Scheme and as on the Sale Appointed Date shall be reduced by the book value of the liabilities pertaining to the Transferred Business Undertaking transferred by the Second Transferor to the Second Transferee pursuant to the Sale in terms of this Scheme.
- (c) The Second Transferor shall debit its Cash account with the Sale Consideration, being the amount received from the Second Transferee for the assets and liabilities pertaining to the Transferred Business Undertaking transferred in terms of the Scheme.



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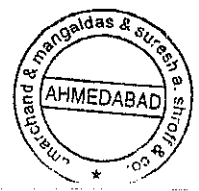
Accounting Treatment in the books of the Second Transferee

- (i) The book value of the assets appearing in the books of the Second Transferee as on the date immediately preceding the Sale Appointed Date shall be increased by the book value of the assets pertaining to the Transferred Business Undertaking transferred by the Second Transferor to the Second Transferee pursuant to the Sale in terms of this Scheme.
- (ii) The book value of the liabilities appearing in the books of the Second Transferee as on the date immediately preceding the Sale Appointed Date shall be increased by the book value of the liabilities pertaining to the Transferred Business Undertaking transferred by the Second Transferor to the Second Transferee pursuant to the Sale in terms of this Scheme.
- (iii) The Second Transferee shall credit its Cash account with the Sale Consideration, being the amount paid to the Second Transferor for the assets and liabilities pertaining to the Transferred Business Undertaking acquired in terms of the Scheme.

45. Taxes

- (i) All taxes including income tax, sales tax, excise duty, custom duty, service tax, VAT, etc.) paid or payable by the First Transferor in respect of the operations and/or the profits of the Demerged Undertaking before the Demerger Appointed Date, shall be on account of the First Transferee and, insofar as it relates to the tax payment (including, without limitation, income tax, sales tax, excise duty, custom duty, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the First Transferor in respect of the profits or activities or operation of the Demerged Undertaking after the Demerger Appointed Date, the same shall be deemed to be the corresponding item paid by the First Transferee and shall, in all proceedings, be dealt with accordingly.

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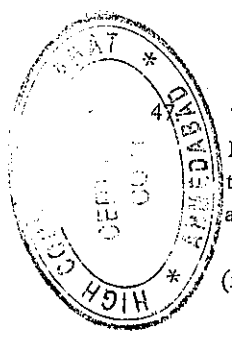


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- (ii) All taxes including income tax, sales tax, excise duty, custom duty, service tax, VAT, etc.) paid or payable by the Second Transferor in respect of the operations and/or the profits of the Transferred Business Undertaking before the Sale Appointed Date, shall be on account of the Second Transferee and, insofar as it relates to the tax payment (including, without limitation, income tax, sales tax, excise duty, custom duty, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Second Transferor in respect of the profits or activities or operation of the Transferred Business Undertaking after the Sale Appointed Date, the same shall be deemed to be the corresponding item paid by the Second Transferee and shall, in all proceedings, be dealt with accordingly.

**Section 2 – Other Terms and Conditions**

46. The First Transferor, Second Transferee shall make necessary applications before the High Court of Judicature at Bombay and Axis Bank shall make necessary applications before the High Court of Gujarat for the sanction of this Scheme under Sections 391 and 394 of the Act.

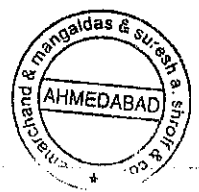


The First Transferor (by its Board of Directors), Axis Bank (by its Board of Directors) and Second Transferee (by its Board of Directors), either by themselves or through a committee appointed by them in this behalf, may jointly and as mutually agreed in writing:

- (i) in their full and absolute discretion, assent to any alteration(s) or modification(s) to this Scheme which a High Court may deem fit to approve or impose, and/or effect any other modification or amendment which the boards of the First Transferor, Axis Bank and the Second Transferee may jointly and mutually agree in writing, consider necessary or desirable and to do all acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect.
- (ii) any modification to this Scheme by a High Court shall not be binding on the First Transferor, Axis Bank or the Second Transferee except where its prior consent has been obtained.
- (iii) give such directions (acting jointly) as may be mutually agreed in writing by the First Transferor, Axis Bank and the Second Transferee as they may consider necessary to settle any question or difficulty arising under this Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders, depositors or debenture holders of the respective companies), or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those (to the extent permissible under law).
- (iv) in their full and absolute discretion and by mutual agreement in writing by the First Transferor, Axis Bank and the Second Transferee modify,

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vary or withdraw this Scheme prior to the Effective Date in any manner at any time.

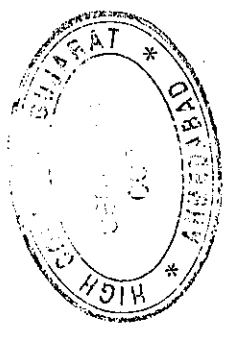
- (v) determine jointly by mutual agreement in writing by the First Transferor, Axis Bank and the Second Transferee any issue as to whether any asset, liability, employee, legal or other proceedings pertains to the Demerged Undertaking or the Transferred Business Undertaking or not, on the basis of any evidence that they may deem relevant for this purpose.

48. *Severability*

If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the First Transferor, Axis Bank and the Second Transferee, affect the validity or implementation of the other parts and/or provisions of this Scheme.

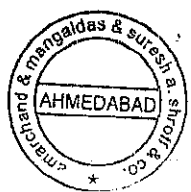
49. The coming into effect of this Scheme is conditional upon and subject to:

- (i) this Scheme being approved by the respective requisite majorities of the various classes of members and creditors (where applicable) of the First Transferor, Axis Bank and the Second Transferee, as required under the Act and the requisite orders of the High Courts being obtained;
- (ii) the certified copies of the orders of the High Courts approving this Scheme being filed with the Registrar of Companies, Maharashtra and the Registrar of Companies, Gujarat;
- (iii) receipt of the approvals of (i) the RBI for the acquisition of the Demerged Undertaking and the issuance of the Axis Bank Shares to the shareholders of ESPL, and the Sale of the Transferred Business Undertaking, and the Sale of the Transferred Business Undertaking, in terms of this Scheme; (ii) SEBI (under the Securities and Exchange Board of India (Stock-Brokers and Sub-Brokers) Regulations, 1992, the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992 and the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993) (iii) the BSE and NSE (x) for the Scheme; and (y) in relation to the change of dominant promoter group of the Demerged Undertaking and the Transferred Business Undertaking; (iv) approval from the CCI under the Competition Act, 2002 for the Demerger and the Sale (if necessary); and (v) any other approval as may be required for the acquisition of the Demerged Undertaking and the issuance of the Axis Bank Shares to the shareholders of First Transferor, and the transfer of the Transferred Business Undertaking in terms of this Scheme as a result of a change in law, rule or regulation or written requirement of a Relevant Authority on or after the Agreement Date or interpretation of any existing law, rule or regulation on or after the Relevant Date; but shall not include the Other Approvals



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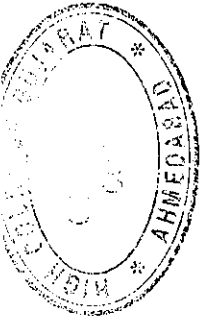
- (iv) the Implementation Agreement not having been terminated in accordance with the terms thereof prior to the later of the dates on which conditions (ii) and (iii) are satisfied.

The Second Transferee and Axis Bank (through their respective Board of Directors) shall have the right to waive any of the conditions referred to in Clause 49 above (other than those required to be complied with by law) and the waiver of such condition shall not affect in any manner the coming into effect of the Scheme.

- 50. In the event of this Scheme does not come into effect by June 30, 2013 or by such later date as may be agreed by the respective Boards of Directors of the First Transferor, the Second Transferee and Axis Bank, this Scheme shall stand revoked, cancelled and be of no effect and become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each party shall bear its own costs, charges and expenses or shall bear costs, charges and expenses as may be mutually agreed.

- 51. Further, notwithstanding anything to the contrary contained in this Scheme, in the event any approval required from (i) the FSA, DFSA, RBI and SEBI in relation to the transfer of EIL and ESEL in terms of the Demerger and the Sale (but not including the approval required from RBI and SEBI listed in Clause 49 above); (ii) the NSDL in relation to the Demerger and the Sale, (iii) CDSL in relation to the Demerger and the Sale, and (iv) USE in relation to the Demerger and the Sale ("Other Approvals") is not received by the Effective Date, the portion of the Financial Services Business to which the Other Approval relates shall continue to be held by the First Transferor in trust for First Transferee or by the Second Transferor in trust for the Second Transferee, as the case may be, and following the effectiveness of the Scheme shall be operated in accordance with the directions of the First Transferee or the Second Transferee, as the case may be, and be transferred to the First Transferee and immediately thereafter to the Second Transferee upon receipt of such Other Approval; provided that if the Other Approval is rejected or not obtained within a period of 6 (six) months from the effectiveness of the Scheme, the First Transferor or the Second Transferor, as the case may be, shall cease all operations with respect to such part of the Demerged Undertaking or Transferred Business Undertaking as pertains thereto and has not been transferred in terms of this Scheme.

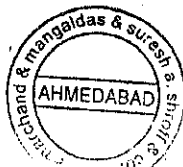
- 52. Each party shall bear its own costs, charges, levies and expenses in relation to or in connection with or incidental to this Scheme until the date of sanction of this Scheme by the High Courts. Provided that, all expenses and related costs incurred by the Second Transferor in relation to or in connection with or incidental to this Scheme shall be reimbursed by the Second Transferee to the Second Transferor.



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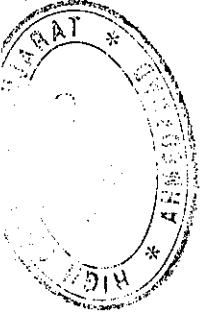


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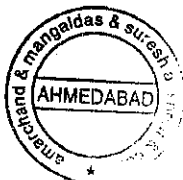
**SCHEDULE - II**

**OPENING B/S OF DEMERGED BUSINESS UNDERTAKING  
AS ON DEMERGER APPOINTED DATE**

PARTICULARS	DEMURGED BUSINESS
<b>SOURCES OF FUNDS</b>	
<b>SHAREHOLDERS' FUNDS</b>	
SHARE CAPITAL 24,18,000 Equity shares of Rs 10 each fully paid up	
RESERVES & SURPLUS	2,741,502,154
	<u>2,741,502,154</u>
<b>TOTAL</b>	<b>2,741,502,154</b>
<b>APPLICATION OF FUNDS</b>	
<b>FIXED ASSETS</b>	
Gross Block	140,852,627
Less: Accumulated Depredation	87,863,583
Net Block	52,989,044
Quoted & Unquoted Investment in Subsidiaries	1,059,781,175
Current Investments	525,182,141
<b>INVESTMENTS</b>	<b>1,584,963,316</b>
Current Assets and Loans & advances	5,451,544,997
Less: Current Liabilities & Provisions	4,347,925,203
<b>NET CURRENT ASSETS</b>	<b>1,103,619,794</b>
<b>DEFERRED TAX ASSETS</b>	
<b>TOTAL</b>	<b>2,741,502,154</b>



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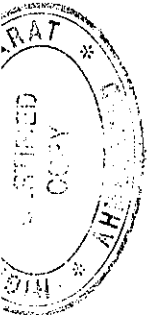




Schedule II

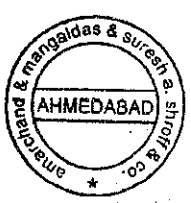
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Opening Balance Sheet of Transferred Business Undertaking as in the sale Appointed Date	
Particulars	Transferred Business
<b>Sources of Funds</b>	
Cash Consideration to Axis Bank Ltd	2,741,502,154
<b>Total</b>	<b>2,741,502,154</b>
<b>Application Of Funds</b>	
<b>Fixed Assets</b>	
Gross Block	140,952,627
Less: Accumulated Depreciation	87,963,583
<b>Net Block</b>	<b>52,989,044</b>
<b>Quoted &amp; Unquoted</b>	
Investment in Subsidiaries	1,059,711,175
Current Investments	525,182,141
<b>Investments</b>	<b>1,584,893,316</b>
<b>Current Assets and Loans and Advances</b>	
	5,451,544,997
Less: Current Liabilities & Provisions	4,347,925,203
<b>Net Current Assets</b>	<b>1,103,619,794</b>
<b>Total</b>	<b>2,741,502,154</b>



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WITNESS BHASKAR BHATTACHARYA, ESQUIRE, THE CHIEF JUSTICE at Ahmedabad aforesaid this 14<sup>th</sup> day of September, Two Thousand and Twelve.

Checked & found correct & signed each & every pages.

*[Signature]*  
10/10/12  
(A. W. Desai)  
*[Signature]*  
10/10/12  
(P. H. Desai)  
*[Signature]*  
10/10/2012  
(G. S. Marpalli)

By the order of the Honorable Court

*[Signature]*

REGISTRAR (JUDICIAL)  
This 18<sup>th</sup> day of Oct, 2012

*[Signature]*  
18/10/2012  
Sealer

DEPUTY REGISTRAR

This 18<sup>th</sup> day of Oct., 2012

Order drawn by:

*[Signature]* *[Signature]*  
for



(AMARCHAND & MANGALDAS & SURESH A. SHROFF & CO.)  
ADVOCATES & SOLICITORS  
301-302, PARSHWANATH E-SQUARE,  
CORPORATE ROAD PRAHLADNAGAR,  
AHMEDABAD - 380 015.

Ahmedabad

25 /09/2012

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ASSISTANT REGISTRAR  
THIS 18<sup>th</sup> DAY OF 2012