

**DRAFT OF NEW SET OF ARTICLES OF ASSOCIATION FOR CONSIDERATION OF MEMBERS AT THEIR MEETING PROPOSED TO BE HELD ON 31<sup>ST</sup> JANUARY, 2018**

**THE COMPANIES ACT, 2013  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
ASPHA BOARD PRIVATE LIMITED**

1) The regulations contained in Table "F" in the First Schedule to the Companies Act, 2013 shall, except regulation 27, 48, 76, and subject to such other modifications as are herein contained, apply to this Company in the same manner as if such regulations are specifically contained in these Articles.

**INTERPRETATION**

2) Unless the context otherwise requires, words or expressions contained in the interpretation of these Articles shall bear the same meaning as in the Act or any statutory modification thereof for the time being in force.

a) "Act" or the "the said Act" means "The Companies Act, 2013".

b) "Articles" means these Articles of Association as originally framed or as from time to time altered by Special Resolution.

c) "Board" means the Board of Directors of the Company for the time being.

d) "Company" means "ASPHA BOARD PRIVATE LIMITED".

e) "Chairman" means the Chairman, for the time being of the Board.

f) "Committee" means a Committee duly constituted under these Articles.

g) "Director" means a Director appointed to the Board of a Company.

h) "Equity Shares" means Equity Shares each of the Face Value of Rs.100/- (Rupees One Hundred Only). Each Equity Share in the Share Capital of the Company shall carry One Vote.

i) "Financial Year" shall mean each period of 12 (twelve) months commencing on April 1 and ending on March 31 the following year.



j) "Law" shall mean all laws, ordinances, statutes, rules, orders, decrees, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations, directions, notices, guidelines, circulars of any Governmental Authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter.

k) "Managing Director" means the Managing Director of the Company for the time being.

l) "Person" shall mean any individual and body corporate (including a limited liability partnership).

m) "Member" means a shareholder whose name is entered in the Register of Members as holding any shares in the Company, either solely or jointly, including Members who are subscribers to the Memorandum of Association and Articles of Association.

n) "Writing" shall include printing, lithography and any other mode or modes of representing or reproducing words in visible form.

o) Words importing the singular number also include the plural number and vice versa.

p) Words importing the masculine gender also include the feminine gender.

#### PRIVATE COMPANY

3) The Company is a Private Company within the meaning of Section 2 (68) of the Companies Act, 2013 and accordingly:-

(i) Restricts the right to transfer its shares;

(ii) Except in case of One Person Company, limits the number of its members to two hundred:

Provided that where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this clause, be treated as a single member:

Provided further that-

(A) Persons who are in the employment of the company; and

(B) Persons who, having been formerly in the employment of the company, were members of the company while in that employment and have continued to be members after the employment ceased, shall not be included in the number of members; and

(iii) Prohibits any invitation to the public to subscribe for any securities of the Company.



## **SHARES & SHARE CAPITAL**

(4) a) The shares shall be under the control of the Directors who may issue, allot or otherwise dispose off the same to such persons, on such terms and conditions and at such time as the Directors think fit.

b) The Authorized Share Capital of the Company is such sum as may be prescribed from time to time in the 5<sup>th</sup> Clause of the Memorandum of Association of the Company.

### **Transfer and Transmission of Shares**

(5) On registration of transfer and transmission of shares, the Company shall comply with the provisions of the Act or any statutory modifications thereof.

### **Nomination of Shares & Debentures**

(6) Notwithstanding anything contained in these Articles, every holder(s) of shares in or holder(s) of debentures of the Company, holding either singly or jointly, may, at any time, nominate a person in the prescribed manner to whom the shares and/or the interest of the member in the capital of the Company or debentures of the Company shall vest in the event of his/her death. Such member may revoke or vary his/her nomination, at any time, by notifying the same to the Company to that effect. Such nomination shall be governed by the provisions of Section 72 of the Act or such other regulations governing the matter from time to time.

### **Power to reduce Share Capital**

(7) The Company shall have power to reduce the Share Capital in the manner provided in Section 66 of the Act or any statutory modifications thereof.

## **TRANSFER & TRANSMISSION OF SHARES**

### **General Restrictions**

(8) A Shareholder shall not transfer the shares held by him/it except in the manner and to the extent permitted by these articles.

### **Register of Transfers**

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

### **Permissible Transfers**

(10) Notwithstanding anything contained herein, the following transfers of shares shall not be subject to the restrictions on transfer ('Permissible Transfer'):-



Any transfer of shares amongst the directors/ promoters and their relatives, inter-se, shall be permissible transfer. For the purposes of this clause, "relatives" shall bear the meaning as stated in Section 2(77) the Companies Act, 2013. Accordingly, Article No. 12 shall not apply to such transfers.

#### **Right to decline registration of transfer**

(11) The Board may decline to register any transfer of shares by giving reasons for such refusal.

Without prejudice to the generality of the aforesaid power, the Board may refuse to register any transfer of share:-

- a) Where the Company has lien on a share; or
- b) In case of shares not fully paid up, where it is not proved to their satisfaction that the proposed transferee is a reasonable person or;

#### **Right of Pre-Emption**

(12) a) No share may be transferred to any person unless and until the rights of pre-emption conferred by this Article have been exhausted.

b) Any person desiring to transfer any share (hereinafter called the vendor) shall give notice in writing of such desire as mentioned in clause (a) here in above.

c) Such notice shall specify the sum he fixes as the fair value and shall constitute the Company as his agent for the sale of the shares to any member of the Company or any other person selected and willing to purchase the shares at the price so fixed or at the option of the purchasing member at the fair value to be fixed by the Statutory Auditors of the Company. The notice may include several shares, and in such case, it shall operate as if it was a separate notice in respect of each. Transfer Notice shall not be revocable, except with the sanction of the Directors.

d) On receipt of such notice, the Board shall forthwith give notice to the existing shareholders of the Company offering the shares to the existing shareholders in the proportion in which each of the shareholders is holding the shares on the date of receipt of notice of transfer.

e) If the Company shall, within a span of sixty days after being served with a transfer notice, find a purchasing member, then it shall give notice thereof to the proposing transferor. Upon payment of the fair value by the purchasing member, the transferring members shall transfer the shares in favour of the purchasing member.

f) In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a share, the Statutory Auditors of the Company shall, on the application by either party, certify in writing the sum which in their opinion is fair value and in so certifying, the Statutory Auditors shall be considered to be acting as experts and not as



arbitrators and accordingly the provisions of the Indian Arbitration Act or any statutory modification thereof, for the time being in force, shall not apply. The fair value so certified thereupon supersedes the price, if any, fixed by the proposing transferor for all purposes.

g) If the existing shareholders decline or refuse to purchase the shares, then the same shall be disposed of by the Board of Directors in such manner as they may determine, whether the proposed transferee is a member of the Company or not.

(13) Notwithstanding anything contained in these Articles, transfer of shares which would result in number of members exceeding 200 will not be approved by the Directors.

(14) a) Any person becoming entitled to a share in consequence of the death or insolvency of a member shall, upon such evidence being produced as may from time to time be required by the Directors, has a right, either to be registered as a member in respect of the share or instead of being registered himself, make such transfer of the share as the deceased or insolvent person could have made, but, the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or insolvent person before the death or insolvency.

b) Nothing contained in these Articles shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him with other persons.

#### **Application to be made by transferor or transferee**

(15) a) An application for the registration of the transfer of shares may be made either by the transferor or the transferee provided that where such application is made by the transferor, no registration shall in the case of partly paid-up shares be effected, unless the Company gives notice of the application to the transferee; the Company shall, unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in its Register of Members, the name of the transferee in the same manner and subject to the same conditions as if the application for registration was made by the transferee.

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

b) It shall not be lawful for the Company to register a transfer of any shares, unless a proper instrument of transfer duly stamped and executed by the transferor and the transferee has been delivered to the Company along with the shares, provided that, on proof of loss to the satisfaction of the Directors of the Company of the instrument of transfer duly signed by the transferor and transferee and bearing the stamp required by an instrument of transfer, the Directors may register the transfer on such terms so as to indemnify and/or otherwise as the Directors may think fit.

#### **Notice of Refusal**

c) If the Company refuses to register the transfer of any shares, the Company shall within a period of two months from the date on which the instrument of transfer was lodged with the Company or within a period of two months from the date of Auditor's certificate as to value, whichever is later, send to the transferee and the transferor, notice of refusal.



### **Transmission of Shares**

d) Nothing in clause (c) shall be prejudicial to any power of the Company to register as shareholder any person to whom the right to any share has been transmitted by the operation of any law.

### **Retention or Return of Instrument**

e) Nothing in this Article shall be prejudicial to any power of the Company to refuse to register the transfer of any shares. The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All instruments of transfer which the Directors may decline to register shall on demand be returned to the persons depositing the same.

### **Restrictions on voting rights**

(16) No person shall exercise any rights or privileges of shareholders until and unless he has paid all sums (whether in respect of call or otherwise) for the time being due in respect of shares held by him or due in any manner whatsoever to the Company.

(17) The provisions of these Articles shall mutatis mutandis apply to the transfer of debentures or transmission by operation of law of rights to the debentures of the Company.

### **No fees on transfer of shares**

(18) No fees shall be charged for the registration of any transfer, grant of probate or letter of administration, certificate of death or marriage, power of attorney or any other instruments.

### **Certificate to accompany transfer form**

(19) The Board of Directors may decline to recognize any instrument of transfer, unless the instrument of transfer is accompanied by the Certificate of Shares to which it relates, and such other evidence as the Directors may reasonably require showing the right of the transferor to make the transfer.

### **Restrictions on transmission**

(20) All the limitations, restrictions and provisions of these regulations relating to the right of transfer and the registrations to transfer of shares shall be applicable on transmission of shares as if the death, lunacy or insolvency of the member had not occurred.

### **The Company not to be liable for disregard**

(21) 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 hereof (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 rights, title or interest or notice prohibiting registration of such transfer and may have entered such notice or referred thereto in any books of the Company, and the company shall not be bound or required to regard or attend to 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 to do so, though it may have been entered or referred to in some books of the company; the company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit.

## **DIRECTORS**

### **Number of Directors**

(22) The number of Directors shall not be less than 2 (Two) or more than 15 (Fifteen).

(23) a) The first Directors of the Company were:

1. Mr. Ishwarlal Mehta
2. Mr. Makarand Kharadkar

b) The present Directors of the Company are:

1. Mr. Dhiren I. Mehta (w.e.f. 20.06.2002)
2. Mrs. Neeta D. Mehta (w.e.f. 01.08.2010)

c) Any persons appointed as Additional Director of the Company shall hold office for such period and upon conditions as may be specified subject nevertheless to the provisions of Section 161 of the Act.

### **Appointment of Directors in Casual Vacancy**

(24) Subject to the provisions of the Act, the Directors shall have power at any time to appoint any person as Director to fill a casual vacancy. Any Director appointed to fill up casual vacancy 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.

### **Alternate Director**

(25) The Board of Directors may appoint an Alternate Director in accordance with Section 161 of the Act. An Alternate Director so appointed shall not hold office for a period longer than that permissible to the original Director in whose place he has been appointed and shall vacate office if and when the original Director returns to that State. If the term of office of the original Director is determined before he so returns to that state, any provisions in the Act for the automatic re-appointment of any retiring Director, in default of another appointment, shall apply to the original Director and not to the Alternate Director.



### **Appointment of Director in General Meeting**

(26) A person may be appointed as a Director of the Company in General Meeting and the General Meeting shall decide the terms and duration of his appointment.

### **Retirement by Rotation**

(27) Retirement by Rotation shall not be applicable to the Company.

### **Qualification Shares**

(28) A Director need not hold any shares in the capital of the Company to qualify him to be a Director of the Company.

### **Sitting fees**

(29) The sitting fees payable to the Directors shall be such sum as may be fixed by the Board of Directors from time to time, for each meeting of the Board of Directors or Committee thereof attended by them, subject to applicable provisions of the Companies Act.

### **Directors' Expenses**

(30) The Directors may be paid all travelling, hotel and other expenses incurred by them:-

- a) In attending and returning from meetings of the Board of Directors or any committee thereof or General Meetings of the Company; or
- b) In connection with the business of the Company.

### **Special remuneration of Director for performing extra service**

(31) If any Director be called upon to perform extra services or special exertions or efforts, the Board may arrange with such Director for such special remuneration for such extra services or special exertions or efforts either by way of 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.

### **Managing Director/ Whole-Time Director**

(32) The Directors may from time to time appoint and/ or remove any one or more of their body to be a Managing Director(s), Whole - Time Director(s), Technical Director/ Executive Director, upon such terms as they think fit and may delegate to such Director or Directors generally (not being member/s), as they think fit, such powers as may be made exercisable for such period or periods and upon such terms and conditions and subject to such restrictions and generally upon such terms as to remuneration and otherwise as they may determine. The remuneration of the directors shall, in so far as it consists of a monthly





payment, be deemed to accrue from day-to-day.

(33) The Board of Directors may from time to time, entrust to and confer upon the Managing/ Whole-Time Director for the time being, such of the power exercisable under these Articles by the Directors as they think fit and may confer such powers for such time and to be exercisable for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient and they may confer such power either collaterally with 'Directors' in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers. The day-to-day management of the Company will be responsibility of the Managing Director, if any.

#### **Nomination of Director**

(34) Any documents, deed of agreement in connection with the taking of a loan, made by the Company with financial institutions (appointed by the Government) or Semi Government concerns or Financial Corporations, such as Industrial Finance Corporation of India, Industrial Credit and Investment Corporation of India and Life Insurance Corporation of India may provide for the appointment of a Nominee Director for such period as may be required by such agreement or document or deed for the period for which the loan or any part of it shall remain outstanding with power for the removal of such Director or Directors so appointed by them or any of them and on a vacancy being caused whether by resignation, death, removal or otherwise for appointment of another Director in the vacant place. The said Director or Directors so appointed shall not be liable to retire by rotation or be removed from office except as provided and shall not be required to hold qualification shares.

#### **Chairman**

(35) The Chairman of the Board and General Meetings of the Company shall always be any one of the Directors.

(36) If the Chairman is not present within 30 minutes after the time appointed for holding the Board Meeting, any other Director, as may be elected by the other Directors present at such meeting, be elected as the Chairman.

(37) At every General Meeting, the Chair shall be taken by the Chairman of the Board of Directors. If at any meeting, the Chairman of the Board of Directors is not present within 30 minutes after the time appointed for holding the Meeting, or though present, is unwilling to act as Chairman, the members present shall choose one of the Directors present to be Chairman or if no Director is present, then the members present shall choose one of themselves, being a member entitled to vote, to be the Chairman.

#### **POWERS OF DIRECTORS**

##### **General Power of the Board**

(38) The management of the business of the Company shall be vested in the Directors and the Directors may exercise all such powers and do all such acts and things as the Company is by its Memorandum of Association and by these presents or otherwise authorised to do



and as are not by these presents or by the Companies Act or any other statute directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to these presents provided that such regulations shall not invalidate any prior act of the Board which would have been valid if such regulation had not been done.

(39) All cheques, promissory notes, drafts, hundies, bill exchange and other negotiable instrument, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the board shall from time to time by resolution determine.

## **BORROWING POWERS**

### **Power to borrow**

(40) i) The Directors may from time to time, at their discretion, subject to applicable provisions of the Act, if any, borrow any sum or sums of money for the purposes of the Company from Directors, Members of the Company as may be permitted under the Companies Act.

ii) The Directors may raise or secure the repayment of such money in such manner and upon such terms and conditions in all respects, as they think fit and in particular by making, drawing, accepting or endorsing on behalf of the Company any notes, bills of exchange, or other negotiable instruments, or giving or issuing any other security of the Company, and/or by mortgage or charge of all or any part of the property of the Company or of its uncalled capital, if any, for the time being.

## **PROCEEDINGS OF THE DIRECTORS**

### **Meeting of Directors**

(41) The Directors may meet together for the dispatch of business activities of the Company, adjourn and otherwise regulate their meetings and proceedings as they think fit.

(42) At least 4 (Four) meetings of the Board shall be held every year.

(43) Gap between any two Board Meetings shall not exceed 120 days.

### **Quorum**

(44) a) Subject to the provisions of the Act, the quorum for a Board Meeting shall be one-third of its total strength (any fraction of number being rounded off as one) or two members, whichever is higher. The participation of Directors through video-conferencing or through any other audio-visual means shall also be counted for purposes of quorum.

b) If at a Board Meeting, no quorum is present, then the meeting shall stand adjourned to the same day, at the same place, at the same time of the following week, or failing which, some other later date as agreed to by all of the Directors ("**Adjourned Meeting**").



### **Notice and Place of Meetings**

(45) a) Notice of each Board Meeting together with a written agenda for such meeting, shall be sent to all Directors or Alternate Directors, as the case may be and shall be given not less than 7 (seven) days prior to the date on which the meeting is proposed to be held. A Board Meeting may be convened with shorter notice provided that the consent of all Directors is obtained and the agenda for such meeting has been sent to each Director.

b) Board Meetings may be held either at the Registered Office of the Company or at such convenient place as may be agreed to by all the Directors.

(46) Subject to the provisions of law, the Directors may participate in Board Meeting/ Committee Meeting of Board, by means of video conference facility i.e. audio-visual electronic communication facility, by means of which all persons participating in the meeting can communicate with each other without any intermediary. However, every Director shall be required to attend at least one Board Meeting personally in the financial year of the Company.

### **Act of Meeting**

(47) A meeting of Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the Articles of the Company and the act for the time being vested in or exercisable by the Directors generally.

### **To appoint Committee and to delegate power and to revoke it**

(48) The Directors, may, subject to compliance of the provisions of the Act, delegate any of their powers to committees consisting of such members or member of their body as they think fit and may, from time to time, revoke such delegation. Any committee so formed shall in exercise of the power so delegated, conform to any regulations that may from time to time be imposed on it by the Directors. The meetings and proceedings of such Committees, if consisting of two or more members, shall be governed by the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under this Article.

### **Resolution by circulation**

(49) Subject to the provisions of the Act, any matter to be decided by the Board/ Board Committee may be decided by way of a circular resolution, where the draft resolution along with an explanatory note and all other necessary papers has been circulated to all Directors/ Members of Board Committee and the same has been consented to by a majority of the Directors/ Members of Board Committee.



## GENERAL MEETING

### Notice and Quorum of General Meeting

(50) a) Three days' notice of any General Meeting including an Annual General Meeting (exclusive of the day on which the notice is served or deemed to be served and exclusive of the day for which notice is given) specifying the place, the day, and hour of meeting shall be given in the manner as may be prescribed under the provisions of the Act but the accidental omission to give notice to or the non-receipt of notice by any member shall not invalidate the proceedings at any General Meeting.

b) A General Meeting may be called after giving shorter notice of any duration, than that specified if consent is accorded thereto, on or before the date of the meeting; in the case of an Annual General Meeting or any other General Meeting, by the members of the Company holding not less than 51 per cent of such part of the paid up capital of the Company as gives a right to vote at the meeting; provided that where any member(s) of the Company are entitled to vote only on some resolution to be moved at a meeting and not on the others, those members shall be taken into account for the purposes of this sub-clause in respect of the former resolution or resolutions and not in respect of the latter.

c) All General Meetings, except Annual General Meeting, can be held anywhere within India.

d) Proxy can vote at General Meetings on Poll as well as on Show of Hands.

e) Section 102 of the Companies Act, 2013 (Statement to be annexed to the notice) shall not apply to the Company.

f) Subject to the provisions of law, the shareholders may participate in any General Meeting of the members, by means of video conference facility i.e. audio-visual electronic communication facility, by means of which all persons participating in the meeting can communicate with each other without any intermediary. However, at least two members must be present physically at the place of meeting for the purpose of quorum.

g) If within half an hour from the time appointed for the Meeting, a quorum is not present at the Meeting, it shall stand adjourned to the same day in the next week at same time, place. When the meeting stands adjourned to the same day in the next week which happens to be a National Holiday, the meeting shall stand adjourned till the next succeeding day at the same time and place. The Board of Directors may decide to hold the adjourned meeting at such other date, time and place as it may deem fit. If at such adjourned meeting also, the quorum is not present within half an hour from the time appointed for the meeting, the members present, being not less than two, shall form quorum.

### Extraordinary General Meeting

(51) The Board may, on its own motion or on a requisition made by sufficient number of members as envisaged in the Act, call an Extraordinary General Meeting.



(52) If at any time, Directors capable of acting who are sufficient in number to form a quorum are not within India, any Director or any two members of the Company may call an Extraordinary General Meeting in the same manner, as nearly as possible, as that in which such a Meeting may be called by the Board.

#### **Sufficiency of Ordinary Resolution**

(53) Any act or resolution which, under the provisions of this Article or the Act, shall be sufficiently so done and permitted or passed, if effected by an Ordinary Resolution, unless either the Act or the Articles specifically requires such resolution to be passed as a Special Resolution.

#### **Casting Vote**

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

#### **Power to adjourn General Meeting**

(55) The Chairman of a General Meeting, may, adjourn the same 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. It shall not be necessary to give notice to the members of such adjournment or of the time, date and place appointed for the holding of the adjourned Meeting.

#### **Business may proceed, notwithstanding demand of poll**

(56) If a poll is demanded, the demand of a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded.

#### **Vote of Members**

(57) Each member of the Company shall have one vote on Show of Hands. For the purposes of Poll, each Equity Share shall carry One Vote. Any member of a Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of himself.

#### **Board May Appoint Attorneys**

(58) The Board of Directors may at any time and from time to time by power of attorney, appoint any person or persons, to be the Attorney or Attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit and any such appointment (if the Directors think fit) be made in favour of any company or the members, directors, nominees, or managers of any company or firm or otherwise in favour of any fluctuating body or



persons whether nominated directly or indirectly by the Directors and any such power of attorney may contain any 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 discretions for the time being vested in them.

### **Common Seal**

(59) The requirement of having a Common Seal is not applicable to the Company.

### **Delegation of Authority**

(60) (i) The Board may, subject to the provisions of the Act, delegate any of its power to committee consisting of such member or members of its body as it thinks fit.

ii) Any committee so formed shall, in the exercise of powers delegated, conform to any regulations that may be imposed on it by the Board.

iii) A committee may elect a Chairman for its meetings.

iv) If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of them to be the Chairman of the meeting.

v) A Committee may meet and adjourn as it thinks proper. However, where provisions have been incorporated in the Act regarding number of meetings of committee(s), the same shall be followed.

vi) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairman shall have a second or casting vote.

### **Indemnity to and Protection of Directors and Officers**

(61) Every officer of the Company as defined by Section 2 (59) of the Act or any person (whether an officer of the Company or not) employed by the Company as officer shall be indemnified out of the funds of the Company against all liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or discharged, or in connection with any application under Section 463 of the Act in which relief is granted to him by the Court.

(62) Subject to the provision of Section 179 of the Act, every Director of the Company, Manager, Secretary, Trustee, Auditor and other officer or servant 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 losses, costs, and expenses which any such person, officer, or servant may incur or become liable to by reason of any contract entered into or any act or anything done by him/her as such officer or servant, or in any way, in or about the discharge of his duties, including travelling expenses.



(63) Subject to the provision of Section 197 of the Act, no Director of the Company, Manager, Secretary, Trustee, Auditor and other officer or servant of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director of officer or servant, or for joining in any receipts or other act for the sake of conformity merely, or for any loss or expenses happening to the Company through the insufficiency or deficiency in titles or value of any property acquired by the order of the Directors for or on behalf of the Company or mortgaged to the Company or for the insufficiency or deficiency of any security in or upon which any of the monies of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of or for any loss occasioned by any error of judgement, omission, default or oversight on his part, or for any other loss, damage, or misfortune whatever which shall happen in relation to the execution or performance of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

#### Secrecy Clauses

(64) No member shall be entitled to visit or inspect any works of the Company without the permission of the Directors or any other person authorised on that behalf by the Director to require discovery of or any information respecting any details of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade secret process or any other matter which may relate to the conduct of the business of the Company which in the opinion of Directors, it would be inappropriate to disclose.



----- xxxx -----