

THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
YES BANK LIMITED

1. None of the regulations contained in Table E in the First Schedule to the Companies Act, 2013, except so far as such regulations are embodied in these Articles, shall be applicable to the YES Bank Limited.
2.
 - a) The Regulations for the management of the Company and for the observance thereof by the Members and their representatives shall subject to the exercise of any statutory power of the Company in reference to the repeal or alteration of or addition to its regulations as prescribed by the Companies Act, 2013, the Banking Act and regulations made thereunder and the guidelines issued by the Reserve Bank of India from time to time in this regard, be such as are contained in these Articles.
 - b) The provisions of the Banking Regulation Act, 1949 shall have effect notwithstanding anything to the contrary contained in the Memorandum and Articles of Association of the Company.
3. **INTERPRETATION**
 - a) In these presents, unless there be something in the subject or context inconsistent therewith:

the "Act" or the "said Act"

means the Companies Act, 2013 and any / or the Companies Act, 1956, as applicable, including any statutory modification, amendment or re-enactment thereof for the time being in force;

"Affiliate"

means any person which is a holding company or subsidiary of Rabo or any person including any subsidiary or holding company which, directly or indirectly, (a) Controls either Rabo or the Indian Partners, (b) is Controlled by either Rabo or the Indian Partners, (c) is Controlled by the same person who, directly or indirectly, Controls Rabo or the Indian Partners, or (d) is a subsidiary of the same person of which Rabo is a subsidiary. For the purposes of this definition, the term "holding company" and "subsidiary" shall have

the meaning ascribed to under Section 4 of the Act.

“Ashok Kapur”

means Mr. Ashok Kapur, an Indian National and resident of 11, Silver Arch, Napean Sea Road, Mumbai – 400006 and unless it be repugnant to the context, shall mean and includes his successors, legal representatives and assigns;

the “Articles” or “these presents”

means these Articles of Association;

the “Auditor”

means and includes a person appointed as such, for the time being of the Company;

“Board” or “Board of Directors”

means the board of directors of the Company;

“Banking Act”

means the Banking Regulation Act, 1949 and includes any statutory modification or re-enactment thereof for the time being in force and includes any rules and regulations framed thereunder;

“Beneficial Owner”

means the beneficial owner as defined under the Depositories Act, 1996;

“CEO”

means the Chief Executive Officer of the Company;

“Chairman”

means the chairman of the Board;

“Committee”

means a committee of the Board;

the “Company” or this “Company”

means Yes Bank Limited;

“Constitutional Documents”

means the Memorandum and Articles of Association of the Company;

“Controlling” “Controlled by” or “Control”

with respect to any person, means ownership of more than 50% of voting securities of such

person and the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by agreement or otherwise and the power to elect more than 50% of the directors, partners or other individuals exercising similar authority with respect to such person;

“Depositories Act”

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

“Depository”

means a Depository as defined under the Depositories Act;

“Director” or “Directors”

means any member (s) of the Board;

“Dividend”

includes interim dividend;

“Extra Ordinary General Meeting”

means an Extra Ordinary General Meeting of the Members duly called and constituted and any adjourned holding thereof;

“Financial Year”

means the financial year of the Company, being April 1 of the current year to March 31 of the succeeding year;

“Indian Partners”

Ashok Kapur and Rana Kapoor, are collectively referred to as the “Indian Partners” and each of Ashok Kapur, and Rana Kapoor is individually referred to as the “Indian Partner”;

“In writing” or “Written”

includes printing, lithography and other modes of representing or reproducing words in a visible form including computer print outs;

“Law”

includes all statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directives and orders of any Government, statutory authority, tribunals, board, Court or Recognised Stock Exchange.

“Members”

means the duly registered holder, from time to time, of the Shares of the Company and includes the subscribers to the Memorandum of Association as also one whose name is entered as Beneficial Owner in the records of the Depository, but does not include a bearer of a Share warrant;

“Meeting” or “General Meeting”

means a general meeting of the Members held in accordance with the provisions of the Act;

“Office” or “Registered Office”

means the registered office, for the time being, of the Company;

“Proxy”

means any person who is appointed by an instrument to attend and vote for a Member at a General Meeting on a poll;

“Rabo”

means Rabobank International Holding B.V. a closed company with limited liability established and existing under the laws of The Netherlands, with its statutory seat at Utrecht, The Netherlands and with its principal place of business at Croeselaan 18, 3521 CB Utrecht , The Netherlands, and unless it be repugnant to the context, shall include its successors and assigns;

“Rana Kapoor”

means Mr. Rana Kapoor, an Indian National and resident of Grand Paradi Apartments, Rowhouse # 1, Mumbai- 400036 and unless it be repugnant to the context, shall mean and includes his successors, legal representatives and assigns;

“Register of Members”

means the Register of Members to be maintained by the Company as prescribed under the Act and also includes records of Beneficial Owners maintained by the Depository;

“Registrar”

shall have the meaning assigned to it under the Act;

“Regulatory Authorities”

means any authority appointed under the Act or the Banking Act and includes the Central Government, Company Law Board, National Company Law Tribunal, the Registrar or any other authority appointed under the Act and the Reserve Bank of India acting through any of its duly authorized officer under the Banking Act or any other authority authorized to exercise any power under the Law for the time being in force;

“Reserve Bank”

means the Reserve Bank of India established under the Reserve Bank of India Act, 1934 (2 of 1934);

“Securities”

mean the securities as defined under the Securities Contracts (Regulation) Act, 1956 as amended from time to time;

“Security Holder”

means holder of any security of the Company;

“Share”

means share in the share capital of the Company, and includes stock;

“Shareholder”

means the holder of any Share of the Company;

“Special Resolution” “Ordinary Resolution”

shall have the meanings respectively assigned thereto in the Act;

The “Companies Act, 1956”

Means Companies Act, 1956 (without reference to the provisions thereof that have ceased to have effect upon notification of sections of the Companies Act, 2013) along with the relevant rules made thereunder;

The “Companies Act, 2013”

Means Companies Act, 2013, to the extent in force pursuant to the notification of sections of the Companies Act, 2013, along with the relevant rules, circulars and notifications made thereunder;

“The said Acts”

means the Act and the Banking Act referred to collectively.

“Transfer”

Means the transfer of Shares and securities or other voting interests of a person and includes (i) any transfer or other disposition of the Shares and securities or voting interests or any interest therein, including, without limitation, by operation of Law, by court order, by judicial process, or by foreclosure, levy or attachment; (ii) any sale, assignment gift, donation, redemption, conversion or other disposition of such Shares and securities or any interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership of such Shares and securities or any interest therein passes from one person to another person or to the same person in a different legal capacity, whether or not for value.

b) Interpretation

Any reference in these Articles to:-

- i) any gender, whether masculine, feminine or neuter, shall be deemed to be referring to the other gender or genders, as the case may be;
- ii) singular number be construed as referring to the plural number and vice versa;
- iii) "banking company" means any company which transacts the business of banking in India;
- iv) "person" means any individual, firm or partnership or association, joint stock company, joint venture corporation, trust, unincorporated organization or government or agency or sub-division thereof;
- v) any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, or any legal concept or thing shall in respect of any jurisdiction be deemed to include what most nearly approximates in that jurisdiction to the legal term;
- vi) "Articles" are references to the Articles of these Articles of Association;
- vii) a person shall include, in case of a body corporate, references to its successors and permitted assigns and in case of a natural person, to his heirs, executors, administrator and legal representatives;
- viii) the marginal notes and catch lines hereto shall not affect the construction or meaning hereof.

c) References

- i) Where there is any inconsistency between the definitions set out in this Article and the definitions set out in any other Article, then for the purposes of construing such Article, the definitions set out in such Article shall prevail.
- ii) The index and the headings in these Articles do not affect its interpretation.
- iii) 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.

PRELIMINARY

4. Copies of the Memorandum and Articles of Association, every agreement and every resolution, if and so far as they have not been embodied in the Memorandum of Association and Articles of Association, and as may be required under the provisions of the Act, shall be furnished to every Member, upon his request in the manner prescribed in the Act.

CAPITAL

5. a) The Authorized Share capital of the Company is as provided for in clause V of the Memorandum of Association of the Company.

Proposed Amended Articles of Association

- b) The Company has power from time to time to increase or reduce or reclassify or alter its capital and to divide or consolidate the Shares into several classes and face value and to attach thereto, respectively, such preferential, cumulative, convertible, guarantee, qualified or other special rights, privileges, conditions or restrictions, as may be determined by or in accordance with these presents and to vary, modify or abrogate any such right, privileges or conditions or restrictions in such manner as may for the time being be permitted by these presents or the said Acts, the guidelines issued by the RBI or any other legislative provisions for the time being in force in that behalf.
- c) The Company may issue preference shares in accordance with and subject to the provisions of the said Acts, the guidelines issued by the RBI and the applicable Laws.
- d) Subject to the rights of the holders of any other shares entitled by the terms of issue, to preferential repayment over the equity Shares, in the event of winding up of the Company, the holders of the equity Shares shall be entitled to be repaid the amounts of capital paid up or credited as paid up on such equity Shares and all surplus assets thereafter shall belong to the holders of the equity Shares in proportion to the amount paid up or credited as paid up on such equity Shares respectively at the commencement of the winding up.

6. Maintenance of register of members, etc.”

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.

7. In accordance with the provisions of the Act:

- a) The Shares, or other interest of any Member in the Company shall be movable property, transferable in the manner provided hereunder.
- b) 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 presents, to offer its Shares, debentures and other securities for subscription in a dematerialised form.
- c) A certificate, issued and/or signed in the manner as prescribed under the Act, specifying any Shares held by any Member or the entry of the name of the Member as Beneficial Owner in the records of the Depository shall, subject to and for the purposes of these Articles, be prima facie evidence of the title of the Member to such Shares.
- d) Subject to these presents, the Shares in the capital of the Company shall be numbered

Proposed Amended Articles of Association

progressively according to their several denominations and except in the manner mentioned in these presents, no Share shall be subdivided.

- e) Every certificate of Shares shall specify the numbers of shares in respect of which it is issued and amount paid – up thereon and shall be issued and/or signed in the manner as prescribed under the Act.
8. Subject to the provisions of The said Acts, 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 Board 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 and at such times as it may from time to time think fit and proper or as may be prescribed under the Act.
 9. Subject to the provisions of the said Acts and these presents, the Board may issue and allot Shares as payment or part payment for any property sold or goods transferred or for services rendered to the Company and any Shares which may be so allotted may be issued as fully paid-up or partly paid-up Shares and; if so issued shall be deemed to be fully paid-up Shares or partly paid-up Shares.
 10. Any unclassified Shares (whether forming part of the original capital or of any increased capital of the Company) may, subject to the provisions of the said Acts and these presents, be issued and in particular such Shares may be issued with a preferential or qualified right as to dividends and in the distribution of the assets of the Company.
 11. In addition to and without derogating from the powers for this purpose conferred on the Board under Article 8, the Company, in General Meeting may, subject to the provisions of the Act, 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 holder of debentures of the Company or not) in such proportion and on such terms and conditions and either at a premium or at par or at a discount (subject to compliance with the provisions of the Act and subject to the provisions of the Banking Act), as such General Meeting may 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 par or at a premium or subject as aforesaid at discount in the form of sweat equity shares or otherwise if permitted under the Law, such option being exercisable at such time and for such consideration as may be directed by such General Meeting or the Company in General Meeting may subject to the provisions of the Act, make any other provisions whatsoever for the issue, allotment or disposal of any Shares.

Proposed Amended Articles of Association

The Company may issue sweat equity shares to its directors or employees in compliance with the Act, Banking Act and any other applicable Law.

12. Any application signed by or on behalf of an applicant for Shares in the Company, followed by an allotment of any Share therein shall be an acceptance of Shares within the meaning of these presents and every person who thus or otherwise accepts any Share(s) and whose name is entered in the Register of Members shall, for the purpose of these presents, be a Member.
13. The money (if any) which the Board shall, on the allotment of any Share(s) being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any Share(s) allotted by them, shall immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such Shares, become a debt due to and recoverable by Company from the allottee thereof and shall be paid by him accordingly.
14. If by the conditions of allotment of any Shares the whole or part of the amount or issue price thereof shall be payable by installments, every such installment shall, when due be paid up to the Company by or on behalf of the person who for the time being and from time to time shall be the registered holder of the Share or his legal representative.
15. Save as herein otherwise provided or as provided by Law, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any Share as the absolute owner thereof and, accordingly shall not (except as ordered by a court of competent jurisdiction or as by Law required) be bound to recognize any trust or equity or equitable, contingent or other claim to or interest in such Share on the part of any other person whether or not it shall have express or implied notice thereof.
16. Except to the extent allowed under the provisions 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.

UNDERWRITING COMMISSION

17. The Company may at any time pay a commission to any person in connection with the subscription (whether absolutely or conditionally) for any Shares, debentures or other securities of the Company or procurement of subscriptions (whether absolute or conditional) for any Shares, debentures or other securities of the Company, in accordance with and subject to conditions and provisions of The said Acts and the Law.

CERTIFICATES

18. a) The certificate of Share(s) shall be issued in accordance with the provisions of the Act.

Proposed Amended Articles of Association

- aa) Every Member shall be entitled without payment, to one or more certificates in marketable lots, for all the Shares of each class or denominations registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such shares.
- b) Unless prohibited by any provision of Law or any order of Court, Tribunal or other authority, the Company shall, deliver the certificates of all securities allotted, transferred or transmitted –
 - i) within a period of two months from the date of allotment, in the case of any allotment of any of its securities;
 - ii) within a period of one month from the date of receipt by the Company of the instrument of transfer or, as the case may be, of the intimation of transmission, in the case of a transfer or transmission of securities;
 - iii) within a period of six months from the date of allotment in the case of any allotment of debenture.

Where, however, the Company is issuing such securities in dematerialized form, the Company shall intimate the details of allotment of securities to Depository immediately on allotment of such securities.

- 19. A certificate of Shares may be renewed or a duplicate certificate of Shares may be issued if such certificate:
 - a) is proved to have been lost or destroyed; or
 - b) having been defaced or mutilated or torn is surrendered to the Company; or
 - c) has no further space on the back thereof for endorsement of transfer.
- 19A Notwithstanding anything contained in Article 19 above, the Directors shall comply with the rules, regulations and requirements of any Stock Exchange(s) on which the securities of the Company are listed or proposed to be listed, The said Acts, the Securities Contracts (Regulation) Act, 1956 (as amended or restated) and the applicable Laws.
- 19B The provisions of this Article shall mutatis mutandis apply to the debentures of the Company.
- 20. a) If and whenever, as a result of issue of new Shares or the consolidation or subdivision of Shares, any Member becomes entitled to any fractional part of a Share, the Directors may subject to the provisions of the Act and these presents and to the directions if any, of the Company in its General Meeting
 - i) issue to such Member, fractional certificate or certificates representing such fractional part. Such fractional certificate or certificates shall not be registered, nor

Proposed Amended Articles of Association

shall they bear any dividend until exchanged with other fractional certificates for an entire Share. The Directors may, however, fix the time within which such fractional certificates are to be exchanged for an entire share and may extend such time and if at the expiry of such time, any fractional certificates shall be deemed to be cancelled and the Directors shall sell the shares represented by such cancelled fractional certificates for the best price reasonably obtainable; or

- ii) to sell the Shares represented by all such fractional parts for the best price reasonably obtainable.

- b) In the event of any Shares being sold, in pursuance of sub-article (a) (ii) above, the Directors shall pay and distribute to and amongst the persons entitled, in due proportion the net sale proceeds thereof.

- c) For the purpose of giving effect to any such sale, the Directors may authorize any person to transfer the Shares sold to the purchaser thereof, comprised in any such transfer and he shall not be bound to see the application of purchase money nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the same.

CALLS

- 21. The Board may from time to time make such calls as they think fit upon the Members in respect of all moneys unpaid on the Shares held by them, respectively, and not by the conditions of allotment thereof made payable at fixed times 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. A call may be made payable by installments.

- 22. A call shall be deemed to have been made at the time when the resolution of the Board authorizing such call was passed and may be made payable by Members on such date or at the discretion of the Board on such subsequent date as shall be fixed by the Board.

- 23. Not less than 14 days notice of every call shall be given specifying the time and place of payment, provided that before the time for payment of such call, the Board may by notice in writing to the Members revoke or postpone the same.

- 24. The Board may from time to time at their discretion, extend the time fixed for the payments of any call by such Member(s) for such cause as the Board may deem fit.

- 25. If by the terms of issue of any Share or otherwise any amount is made payable at any fixed time or by installments at fixed times, whether on account of the amount of the Share or by way of premium, every such amount or installment shall be payable as if it were a call duly made by the Board and of which due notice has been given and all the provisions herein contained in respect of calls shall relate to such amount or installment accordingly.

Proposed Amended Articles of Association

26. If the sum payable in respect of any call or installment be not paid on or before the day appointed for payment thereof, the holder for the time being or the allottee of the Share in respect of which a call shall have been made or the installment shall be due, shall pay interest on the same at such rate as the Board shall fix from time to time from the day appointed for the payment thereof to the date of actual payment, but the Board may, in its absolute discretion, waive payment of such interest wholly or in part.
27. Neither a judgement nor a decree in favour of the Company for calls or other moneys due in respect of any Shares nor any part payment or satisfaction there under nor the receipt by the Company of a portion of any money which shall from time to time be due from any Member in respect of any Shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any money shall preclude the forfeiture of such Shares as herein provided.
28. The Board may, if it thinks fit receive from any Member willing to advance all or any part of the money due upon the Shares held by him beyond the sums actually called up, and upon the moneys so paid in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the Shares in respect of which such advance has been made, the Company may pay interest at such rate as the Member paying such sum in advance and the Board agrees upon and the Board may at any time repay the amount so advanced upon giving to such Member one month's notice in writing.
29. No Member shall be entitled to receive any dividend or to exercise any privilege as a Member until he shall have paid all calls for the time being due and payable on every Share held by him whether alone or jointly with any person, together with interest and expenses, if any.
30. On the trial or hearing of any action or suit brought by the Company against any Member or his legal representatives for the recovery of any moneys claimed to be due to the Company in respect of his Shares it shall be sufficient to prove that the name of the Member in respect of whose Shares the money's are sought to be recovered, is entered in the Register of Members as a Member/one of the Members at or any subsequent date on which the moneys sought to be recovered are alleged to have become due on the Shares and that the resolution making the call is duly recorded in the Minute book and the notice of such call was duly given to the Member, holder or joint-holder or his legal representatives sited in pursuance of these presents. It shall not be necessary to prove the appointment of Directors who made such call nor that the quorum of Directors was present at the Board at which any such call was made nor that the meeting at which any such call was made had been duly convened or constituted nor any other matter whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt.

FORFEITURE, SURRENDER AND LIEN

31. If any Member fails to pay the whole or any part of any call or installment or any money due in respect of any Share(s) either by way of principal or interest on or before the day appointed for the payment of the same, the Board may at any time thereafter, during such time as the call or installment or any part thereof or other moneys remain unpaid or a judgement or a decree in respect thereof remains unsatisfied in whole or in part serve a notice on such Member or on the person (if any) entitled to the Share(s) by transmission requiring him to pay such call or installment or part thereof or other moneys as remain unpaid together with any interest that may accrued and all expenses (legal or otherwise) that may have been incurred by the Company by reason of such non-payment.
32. The notice shall name a day not being less than 14 days from the date of the notice and the place or places on and at which such call or installment or such part or other moneys as aforesaid and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed the Share(s) in respect of which the call was made or installments is payable will be liable to be forfeited.
33. If the requirement of any such notice as aforesaid is not complied with, any of the Share(s) in respect of which such notice has been given may, at any time thereafter before payment of all calls or installments, interest and expenses or the money due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited Share(s) and not actually paid before the forfeiture.
34. When any Share(s) shall have been so forfeited, a notice of 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 be made in the Register of Members.
35. Any Share(s) 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 such manner as the Board shall think fit.
36. The Board may, at any time before any Share(s) so forfeited shall have been sold, reallocated or otherwise disposed of, annul the forfeiture thereof upon such conditions as it thinks fit.
37. The forfeiture of Share(s) shall involve the extinction at the time of the forfeiture, of all interest in and all claims and demand against the Company in respect of the Share(s) and all other rights incidental to the Share(s) except only such of those rights as by these presents are expressly saved.

Proposed Amended Articles of Association

38. Any Member whose Share(s) has/have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company all calls, installments, interest, expenses and other moneys owing upon or in respect of such Shares at the time of the forfeiture together with further 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 of the whole or a portion thereof if it thinks fit but shall not be under any obligation to do so.
39. A certificate in writing under the hand of any Director or the Secretary or such other person as may be authorized from time to time that the call in respect of Share(s) was made and that the forfeiture of Share(s) was made, by a resolution of the Board to that effect, shall be conclusive evidence of the fact stated therein as against all persons entitled to such Share.
40. The Company may receive consideration, if any, given for the Share(s) on any sale, reallocation or other disposition thereof and the person to whom such Share(s) is sold, reallocated or disposed of may be registered as the holder of the Share(s) and shall not be bound to see to the application of the consideration, if any, nor shall his title to the Share(s) be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allocation or other disposal of the Share(s).
41. Upon sale, re-allocation or other disposal of the forfeited Shares under the provisions of these presents, the certificate or certificates originally issued in respect of the relative Share(s) shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting Member) stand cancelled automatically and become null and void and of no effect and the Board shall be entitled to issue a new certificate or certificates in respect of such Share(s) to the person(s) entitled thereto. If the forfeited Shares are in a de-materialised form then the provisions of this Article shall apply as provided for in the Depositories Act and the rules and regulations made thereunder.
42. The provisions of these Articles as to the forfeiture shall apply in the case of non-payment of any sum which by terms of issue of Share(s) become payable at a fixed time as if the same had been payable by virtue of a call duly made or notified.
43. For the purpose of enforcing such lien the Board may sell the Shares subject thereto, in such manner as they think fit, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until notice in writing of the intention to sell shall have been served on such Member or the person (if any) entitled by transmission to the Shares and default shall have been made by him in payment of the sum presently payable for 14 days after such notice.

44. The net proceeds of any such sale after payment of the costs of such sale shall be applied in or towards the satisfaction of the debt or liability in respect whereof the lien exists so far as the same is presently payable and the residue (if any) paid to the Member or the person (if any) entitled by transmission to the Shares so sold. Provided that the amount so paid to such Member or person shall not exceed the amount received by the Company from such Member or person towards such Shares.
45. The Board may, subject to the provisions of the Act accept a surrender of any Share(s) from or any Member desirous of surrendering on such terms as it thinks fit.

TRANSFER AND TRANSMISSION OF SHARES

46. The Company shall keep a book to be called the "Register of Transfers and Transmissions" and therein shall fairly and distinctly enter the particulars of every transfer or transmission of any Share.
47. **"Transfer of Securities"**
 - a) The instrument of transfer form, as prescribed under the Act shall be used.
 - b) The instrument of transfer shall be in writing and all provisions of the Act shall be duly complied with in respect of all transfer of securities and registration thereof.
48. A transfer of the Shares or other interest in the Company of a deceased Member thereof made by his legal representative shall although the legal representative is not himself a Member, be as valid as if he had been a Member at the time of the execution of the instrument of transfer.
49.
 - a) An application for the registration of a transfer of any Share(s) debenture(s) or any other securities or other interest of a Member in the Company may be made either by the transferor or by the transferee.
 - b) Where the application is made by the transferor and relates to partly paid Shares, the transfer shall not be registered, unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the receipt of the notice.
 - c) For the purpose of sub-article (b) 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.
 - d) Acquisition of Shares/ voting rights / compulsorily convertible debentures / bonds or a combination of the above through purchase or transfer or exercise of option for

Proposed Amended Articles of Association

conversion of optionally convertible preference shares / debentures / bonds by a person, his relative, associate enterprise/group or persons acting in concert with him, which would take his/her/its aggregate holding to a level of 5 per cent or more of the total issued capital of the Company (or such other percentage as may be prescribed by the Reserve Bank from time to time) should be effected by such buyer(s) after obtaining prior approval of the Reserve Bank and in the manner prescribed by the Reserve Bank and subject to compliance with applicable Laws.

The bank shall ensure transfer / acquisition as approved / rejected by RBI and to the extent approved by RBI.

- e) Neither Rabo nor the Indian Partners shall Transfer or cause a Transfer of their respective shareholding in the Company to the extent of 9,80,00,000 (Nine Crores Eighty Lakhs) Equity Shares of the Company for a period of five years from May 24, 2004. Notwithstanding anything to the contrary contained in these presents, Article 49 (e) shall be subject to any guideline/instruction/direction whether oral or written issued/recommended/approved by the Reserve Bank with respect to the capital structure of the Company. Provided further that in the event that the Reserve Bank relaxes its requirement for the lock-in then the release of the aforesaid locked-in shares shall be effected in a manner that is proportionate to the shareholding of the Indian Partners and Rabo in the Company.
50. Nothing in these presents shall prejudice the powers of the Company to refuse to register the transfer of any Shares in accordance with the provisions of the Act or the Banking Act.
51. The transferor shall be deemed to remain the holder of such Shares until the name of the transferee is entered in the Register of Members in respect thereof.
52. a) Notwithstanding anything contained in Articles 48 and 49 but subject to the provisions of the Act and the provisions of the Securities Contracts (Regulation) Act, 1956 and the Rules and Regulations made there under and other applicable laws and the Banking Act, the Board may at its absolute and uncontrolled discretion decline to register or acknowledge any transfer of Shares and by giving reasons for such refusal, in respect of the Shares upon which the Company has a lien or whilst any moneys due to the Company in respect of the Shares desired to be transferred or any of them remain unpaid and such refusal shall not be affected by the fact that the proposed transferee is already a Member. Provided that registration of any transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever.
- b) Notwithstanding anything to the contrary the Board may, at its absolute and

Proposed Amended Articles of Association

uncontrolled discretion refuse to register the Transfer of any Shares or other securities of the Company being Shares or securities issued by the Company in favour of any transferee whether individual firm, group constituent of a group, Body Corporate or Bodies Corporate under the same management or otherwise and whether in his or its own name or in the name of any other person if the same is not in accordance with Article 49 (e) of the Articles and/or if such a Transfer is not approved/acknowledged by the Reserve Bank, wherever such approval/acknowledgement is required.

53. If the Company refuse to register the transfer or transmission of any Shares, it shall, within such period as prescribed under the Act, from time to time, from the date on which the instrument of transfer or the intimation of transmission, complete in all respects, is delivered to the Company, send notice of refusal to the transferee and the transferor or to the person giving intimation of such transmission, giving reasons of such refusal.
54. Subject to the provisions of the Act, no transfer shall be made to a person who is unsound mind.
55. The instrument of transfer shall, after registration, be retained by the Company and shall remain in its custody. All the instruments of transfer which the Board may decline to register shall on demand be returned to the persons depositing the same. The Board may cause to be destroyed all transfer deeds lying with the Company after such period as may be prescribed.
56. The executors or administrators of a deceased Member or a holder of a succession certificate or other legal representative in respect of Shares of a deceased Member where he was a sole or only surviving holder shall be the only person whom the Company will be bound to recognize as having any title to the Shares registered in the name of such Member and the Company shall not be bound to recognize such executors, administrators or holder unless such executors or administrators shall have first obtained probate or Letters of Administration or such holder is the holder of a succession certificate or other legal representation as the case may be, from a court of competent jurisdiction. Provided that in any case where the Board, at its absolute discretion, thinks fit, the Board may dispense with production of probate or letters of administration or succession certificate or other legal representation and under Article 57 register the name of any person who claims to be absolutely entitled to the Share standing in the name of a deceased Member as a Member.
57. Any person becoming entitled to any Share in consequence of the death, lunacy, bankruptcy or insolvency of any Member or by any lawful means other than by a transfer in accordance with these presents, may with the consent of the Board (which it shall not be under any obligation to give) upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of his title as the Board shall

Proposed Amended Articles of Association

require, either be registered as a Member in respect of such Shares or may subject to the Regulations as to transfer contained in these presents transfer such Shares to some other person. This Article is in these present, referred to the "Transmission Clause".

58. The Board shall have the same right to refuse to register a person entitled by transmission to any Shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration.
59. Every transmission of a Share shall be verified in such manner as the Board may require and the Company may refuse to register any transmission until the same be so verified or until or unless an indemnity be given to the Company with regard to such registration which the Board at its discretion shall consider sufficient, provided nevertheless that there shall not be any obligation on the Company or the Board to accept any indemnity.
60. No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document.
61. The Company shall incur no liability or responsibility whatever in consequence of their registering or giving effect to any transfer of Shares made or purporting to be made by the 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 same Shares notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibition 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 them 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 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 shall so think fit.

CONVERSION OF SHARES INTO STOCK

62. The Company may, by Ordinary Resolution:
 - a) Convert any paid-up Shares into stock; and
 - b) Reconvert any stock into paid-up Shares of any denomination.
63. The holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Regulations under which the Shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit.

Provided that the Board may from time to time fix the minimum amount of stock

transferable, so however that such minimum shall not exceed the nominal amount of the Shares from which the stock arose.

64. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters, as if they held the Shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in Shares, have conferred that privilege or advantage.
65. Such of the Regulations of the Company (other than those relating to share warrants) as are applicable to paid up Shares shall apply to stock and the words, "Share" and "Shareholder" in those Regulations shall include "stock" and "stockholder" respectively.

INCREASE, REDUCTION AND ALTERATION OF CAPITAL

66. The Company may from time to time increase its Share capital by issuing new Shares, subject to the provision of The said Acts.
67. The new Shares (except such of them as shall be unclassified Shares subject to the provisions of Article 10) shall, subject to the provisions of The said Acts and these presents, be issued upon such terms and conditions and with such rights and privileges annexed and in particular such Shares may be issued with a preferential or qualified right to dividends and in distribution of the assets of the Company.
68. The Shares (resulting from an increase of capital as aforesaid) may, subject to and in compliance of the provisions of the said Acts, and these presents be issued or disposed of by the Company in General Meeting or by the Board under its powers in accordance with the provisions of Articles 8, 9, 10.
69. In addition to and without derogating from the powers for the purpose conferred on the Board under Article 11, the Company in General Meeting may, in accordance with the provisions of the Act, 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 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 the Act) as the Company may determine at such General Meeting.
70. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new Shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to the payment of

Proposed Amended Articles of Association

calls and installments, transfer and transmission, forfeiture, lien, surrender, voting and otherwise and shall rank pari passu in all respects with any existing Shares of the same class.

71. The Company may from time to time by Special Resolution reduce its Share capital (including Share Premium Account, Capital Redemption Reserve Account, if any) in any way authorized by Law and, in particular, may pay off any paid-up share capital upon the footing that it may be called up again or otherwise and may if and so far as necessary alter its Memorandum and Articles of Association reducing the amount of its Share capital and or its Shares accordingly.
72. The Company may in General Meeting alter the condition of the Memorandum and Articles of Association as follows:
 - a) Consolidate and divide all or any of its Share capital into Shares of larger amount than its existing Shares.
 - b) Sub-divide Shares or any of them into Shares of smaller amount than originally fixed by the Memorandum, subject nevertheless to the provisions of the Act in that behalf.
 - c) Cancel Shares which at the date of such General Meeting 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.
73.
 - a) The Board may at its absolute discretion, refuse applications for the sub-division of Share certificates, debenture or bond certificates into denominations of less than the marketable lot except when such subdivision is required to be made to comply with a statutory provision or an order of a competent court of Law.
 - b) The Company may purchase its own Shares in the manner provided under the Act.

MODIFICATION OF CLASS RIGHTS

74.
 - a) If, at any time the share capital of the Company is divided into different classes of Shares, the rights and privileges attached to the Shares of any class may, subject to the provisions of the Act and whether or not the Company is being wound up, be varied, modified, commuted, affected or abrogated with the consent in writing of the holders of not less than three-fourths of the issued Shares of that class or with the sanction of a Special Resolution passed at a separate meeting of the holders of the issued Shares of that class.
 - b) This Article is not to derogate from any power the Company would have had if this Article were omitted and the right of the dissentient shareholders being holders of not less in the aggregate than 10 percent of the issued Shares of that class, being persons who did not consent to or vote in favour of the Resolution for the variation, to apply to the Court and / or National Company Law Tribunal to have the valuations or

modifications cancelled as provided in Section 48 of the Act.

JOINT- HOLDERS

75. Where two or more persons are registered as the holders of any Share, they shall be deemed to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these presents:
- a) The Company shall be entitled to decline to register more than three persons as the joint-holders of any Share.
 - b) The joint-holders of any Share shall be liable severally as well as jointly for in respect of all calls and other payments which ought to be made in respect of such Share.
 - c) On the death of any such joint-holder, the survivor or survivors shall be the only persons recognized by the Company as having any title to the Share but the Board may require such evidence of death as it deems fit and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on Shares held by him jointly with any other person.
 - d) Any one of such joint-holders may give effectual receipts for any dividends or other moneys payable in respect of such Share.
 - e) Only the person whose name stands first in the Register of Members as one of the joint-holders of any Share shall be entitled to delivery of the certificate relating to such Share or to receive notice (which expression shall be deemed to include all documents mentioned in the Article 179 from the Company and any notice given to such person shall be deemed to be notice to all the joint holders.
 - f) Any one of two or more joint-holders may vote at any meeting, either personally or by attorney or by Proxy, in respect of such Share as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by Proxy or by attorney then, that one of such persons so present whose name stands first or higher (as the case may be) in the Register in respect of such Share shall alone be entitled to vote in respect thereof but the other or others of the joint-holders shall be entitled to be present at the meeting, provided always that a joint-holder present at any meeting personally shall be entitled to vote in preference to a jointholder present by attorney or by Proxy although the name of such joint-holder present by attorney or Proxy stands first or higher (as the case may be) in the Register in respect of such Shares. Several executors or administrators of a deceased Member in whose (deceased Member's) sole name any Share stands shall, for any purpose of this Article be deemed joint-holders.

BORROWING POWERS

76. Subject to the relevant provisions of the said Acts, the Board may from time to time, by a resolution passed at its meeting, borrow moneys and may generally raise and secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and in particular by the issue of bonds, perpetual or redeemable debentures or debenture stock or any mortgage or charge or other Security on the undertaking or the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being. Provided that no charge shall be created on the uncalled capital of the Company except with the prior approval of the Reserve Bank.
77. Any bonds, debentures, debenture stock or other securities issued or to be issued by the Company shall be under the control of the Board, who 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.
78. Debentures, debenture stock, bonds or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
79. Subject to the provision of The said Acts and other applicable Laws, any bonds, debentures, debenture stock or other securities may be issued at a discount, premium or at par and with any special privileges as to redemption, surrender, drawing, allotment of Shares, appointment of Directors or otherwise.
80. If any uncalled capital of the Company is included in or charged by any mortgage or other Security, the Board may authorize the person in whose favour such mortgage or security is executed or any other person in trust for him to make calls on the Members in respect of such uncalled capital and the provisions hereinbefore contained in regard to calls shall mutatis mutandis apply to calls made under such authority and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Directors' power or otherwise and shall be assignable if expressed so to be.
81. The Board shall cause a proper register to be kept in accordance with the provisions of the Act of all mortgages and charges specifically affecting **the property or assets** of the Company or any of its undertakings and shall duly comply with the requirements of the Act in regard to registration of mortgages and charges and in regard to inspection to be given to creditors or Members of the Register of Charges and of copies of instruments creating charges.

Such sum as may be prescribed by the Act or as may be decided by the Board shall be payable by any person other than a creditor or Member of the Company for each inspection of the Register of Charges.

MEETING

82. All General Meetings other than the Annual General Meetings shall be called Extra Ordinary General Meetings.

PROCEEDINGS AT GENERAL MEETING

83. The Quorum for the General Meeting shall be as prescribed under the Act.
84. No business shall be discussed at any General Meeting except the election of a Chairman, whilst the Chair is vacant.
85. a) The Chairman, if any, of the Board shall preside as Chairman at every General Meeting of the Company.
b) If there be no Chairman or, if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting, or is unwilling to act, the CEO and Managing Director shall be entitled to take the chair and, if there the CEO and Managing Director is not present in fifteen minutes or is not willing to act, the Members present shall choose one of the Directors to take the Chair and if no Directors present be willing to take the Chair, the Members present shall choose one of their number to be the Chairman of the meeting.
86. If within half an hour from the time appointed for the General Meeting, a quorum be not present in the meeting, if convened on the requisition of Members, shall stand cancelled and in any other case shall stand adjourned to the same day in the next week, at the same time and place or to such other date and at such other time and place as the Board may determine. In case of an adjourned meeting or of a change of day, time or place of adjourned meeting, the Company shall give not less than three days notice to the Members either individually or by publishing an advertisement in the newspapers (one in English and one in vernacular language) which is in circulation at the place where the registered office of the Company is situated. If at such adjourned meeting also a quorum is not present within half an hour from the time appointed for holding the General meeting, the Members present shall be a quorum and may transact the business for which the General Meeting was called.
87. a) The Chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting adjourn any meeting from time to time, and from place to place.
b) No business shall be transacted at any adjourned meeting other than the business left

Proposed Amended Articles of Association

- unfinished at the meeting from which the adjournment took place.
- c) When a meeting is adjourned for more than 30 days, notice of the adjourned meeting shall be given as in the case of an original meeting.
 - d) Save as aforesaid, it shall not be necessary to give any notice of the adjournment or of the business to be transacted at an adjourned Meeting.
88. At any General Meeting a Resolution put to the vote of the meeting shall, unless a poll is demanded in the manner hereinafter mentioned and as prescribed under Section 109 of the Act or the voting is carried out electronically and unless a poll is so demanded or voting is carried out electronically, a declaration by the Chairman of the meeting of the passing of a resolution or otherwise by show of hands and an entry to that effect in the book containing the minutes of the meeting of the Company shall be conclusive evidence of the fact of passing of such resolution or otherwise.
89. a) Before or on the declaration of the result of the voting on any resolution on a show of hands, a poll may be ordered to be taken by the Chairman of the meeting, in terms of section 109 of the Act, on his own motion and shall be ordered to be taken by him on a demand made in that behalf by the Member or Members present in person or by Proxy, where allowed, and having not less than one-tenth of the total voting power or holding Shares in the Company on which an aggregate sum of not less than five lakh rupees or such higher amount as may be prescribed under the Act has been paid up.
- b) The demand for a poll may be withdrawn at any time by the person who made the demand.
90. a) If a poll is demanded on the election of a Chairman or on a question of adjournment, it shall be taken forthwith and without adjournment.
- b) A poll demanded on any other question shall be taken at such time not being later than 48 hours from the time when the demand was made, as the Chairman may direct.
91. On a poll taken at a meeting of the Company, a Member entitled to more than one vote or his Proxy or other person entitled to vote for him as the case may be need not, if he votes, use all his votes or cast in the same way all the votes he uses.
92. a) Where a poll is to be taken, the Chairman of the meeting shall appoint one or more scrutineers as he deem necessary, to scrutinize the poll process and the votes given to the poll and to report thereon to the Chairman in the manner prescribed by the Act or Rules made there under.
- b) The Chairman shall have power, at any time before the result of the poll is declared, to remove a scrutineer from office and to fill vacancies in the office of the scrutineer

arising from such removal or from any other cause.

93. a) Subject to the provisions of the Act, Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.
b) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.
94. In the case of any equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a casting vote in addition to his own votes to which he may be entitled as a Member.
95. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
96. Notwithstanding anything contained in the provisions of these presents, the provisions of Section 110 of the Act and the rules made there under, shall apply in relation to passing of resolutions by postal ballot.
- 96A **Voting through Electronic Means:**
The Company may provide to its Members the facility to exercise their right to vote at general meeting or postal ballot by electronic means as prescribed under the Act.

VOTES OF MEMBERS

97. Subject to the provisions of the Act;
a) On a show of hands, every Member present in person shall have one vote; and
b) On a poll, the voting rights of Members shall be as provided in Section 47 of the Act but will be subject to the ceiling, if any, prescribed by the Banking Act.
98. Any Member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction to lunacy may vote whether on a show of hands or on a poll or by any other method as may be prescribed including voting by electronic means, by his committee or other legal guardian and such committee or guardian may, on a poll, vote by Proxy.
99. A Body Corporate (whether a company within the meaning of the Act or not) may, if it is a Member, by resolution of its Board or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the Company in accordance with the provisions of Section 113 of the Act. The production at the meeting of a copy of such resolution duly signed by one Director or such Body Corporate or by a member of its

Proposed Amended Articles of Association

governing body and certified by him as being a true copy of the resolution shall on production at the meeting be accepted by the Company as sufficient evidence of the validity of his appointment.

100. Any person entitled under the Transmission Clause to transfer any Shares may vote at the General Meetings in respect thereof as if he was the registered holder of such Shares provided that at least 48 hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Board of his right to transfer such Shares unless the Board has previously admitted his right to vote at such meeting in respect thereof.
101.
 - a) Any Member who is 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 on his behalf. A Proxy so appointed shall not have any right to speak at the meeting and shall not be entitled to vote except on a poll.
 - b) In every notice calling a meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a Proxy to attend and vote instead of himself and that a Proxy need not be a Member.
 - c) A person appointed as proxy shall act on behalf of such member or such number of members and such number of shares as prescribed under the Act.
102. Votes may be given either personally or by attorney or by Proxy or in the case of a Body Corporate by a representative duly authorized as aforesaid.
103. Every instrument of proxy whether for a specified meeting or otherwise shall be in writing under the hand of the appointer or his attorney authorized in writing or if such appointer is a Body Corporate under its Seal or the hand of an officer or an attorney duly authorized by it and shall, as nearly as circumstances will admit, be in the form specified under the Act or rules made thereunder.
104. No person shall act as Proxy unless the instrument of his appointment 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 have been deposited at the Registered Office of the Company at least 48 hours before the time for holding the meeting at which the person named in the instrument of Proxy proposes to vote and in default the instrument appointing the Proxy shall not be treated as valid. No attorney shall be entitled to vote unless the power of attorney or other instrument appointing him as attorney or a notarially certified copy thereof has either been registered in the records of the Company at any time not less than

Proposed Amended Articles of Association

48 hours before the time of the meeting at which the attorney proposes to vote or is deposited at the Registered Office not less than 48 hours before the time of such meeting as aforesaid. Notwithstanding that a power of attorney of that authority has been registered in the records of the Company, the Company may by- notice in writing addressed to the Members or the attorney at least seven days before the date of a meeting require him to produce the original Power of Attorney or authority and unless the same is thereupon deposited with the Company not less than 48 hours before the time fixed for the meeting, the attorney shall not be entitled to vote at such meeting unless the Board, at its absolute discretion, excuse such non-production and deposit. Every Member entitled to vote at a meeting of the Company or on any resolution to be moved thereat shall be entitled, during the period beginning 24 hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, to inspect the proxies lodged at any time during the business hours of the Company provided that not less than three days notice in writing of the intention to inspect is given to the Company.

105. If any such instrument of appointment be confined to the object of appointing a Proxy or substitute for voting at meetings of the Company, it shall remain permanently or for such time as the Board may determine, in the custody of the Company and if embracing other objects a copy thereof, examined with the original, shall be delivered to the Company to remain in the custody of the Company.
106. A vote given in accordance with the terms of an instrument of Proxy shall be valid notwithstanding the previous death of the principal or revocation of the Proxy or of any Power of Attorney under which such Proxy was signed or the transfer of Share in respect of which the vote is given, provided that no intimation in writing of the death, revocation or transfer shall have been received at the Registered Office before meeting.
107. No objection shall made to the validity of the vote except at the meeting or poll at which such vote shall be tendered and every vote whether given personally or by Proxy not disallowed at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.
108. In case of ambiguity about the validity of a vote cast, the Scrutinizers shall decide the validity in consultation with the Chairman.
109. Any Member whose name is entered in the Register of Members shall enjoy the same right and be subject to the same liabilities as all other Members of the same class.

DIRECTORS

110. a) Until otherwise determined by a General Meeting the number of Directors shall not be less than 3 (Three) and no more than 15 (Fifteen)

Proposed Amended Articles of Association

- b) So long as the Indian Partners hold along with any of their Affiliates directly or indirectly, atleast 10% of the issued and paid up share capital of the Company, the Indian Partners shall have the right to recommend the appointment of three directors collectively referred to as the "IP Representative Directors". So long as Rabo holds along with any of its Affiliates directly or indirectly, atleast 10% of the issued and paid up share capital of the Company, Rabo shall have the right to recommend the appointment of one director referred to as the "Rabo Representative Director".

- c) Apart from the IP Representative Directors and the Rabo Representative Director, the other directors shall be independent ("Independent Directors"). The Indian Partners shall propose the names of the first three Independent Directors, who upon approval by Rabo, shall be appointed as such by the Board. Rabo and the Indian Partners may, recommend the names of the remaining Independent Directors to the nominations Committee of the Company.

For the purpose of this Article the expression "independent directors" means Directors who apart from receiving Director's remuneration, do not have any other material pecuniary relationship or transactions with the Company, its promoters, its management or its subsidiaries which in judgement of the Board may affect independence of judgement of the Director.

- 111. The persons hereinafter named are the first Directors of the Company ("First Directors"):
 - a) Ashok Kapur (IP Representative Director)
 - b) Rana Kapoor (IP Representative Director)
 - c) W.J. Kolff
 - d) The Board may appoint an Alternate Director to act for a Director (hereinafter in this Article called the "Original Director"), at his suggestion or otherwise, during his absence for a period of not less than three months from the state in which meetings of the Board are ordinarily held. The person to be appointed, as an Alternate Director shall be nominated by the Shareholder for whose representation the Director was appointed.
 - e) An Alternate Director appointed under sub-article (a) above, shall not hold office as such for period longer than permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to the state in which meetings of the Board are ordinarily held.
 - f) If the term of office of the Original Director is determined before he so returns to the state aforesaid, any provision for the automatic re-appointment of retiring Directors in default of another appointment shall apply to the Original and not to the Alternate Director.

Proposed Amended Articles of Association

112. No person shall be qualified to be a Director if his appointment is in contravention of any Law or guidelines in force or if by amendment by any Law or guidelines, his continuance in office is in contravention of such Law or guideline, registration, he shall immediately vacate his office and on such vacation he shall not be entitled to any compensation.
113. The fees payable to a Director for attending a meeting of the Board or Committee thereof shall be decided by the Board from time to time within the limits as may be prescribed by the Act or the Central Government.
114. The Board may allow and pay to any Director who is not a bona fide resident of the place where a meeting is held and who shall come to such place for the purpose of attending a meeting such sum as the Board may consider fair compensation for travelling, hotel and other expenses in addition to his remuneration as above specified and the Board may fix the remuneration to be paid to any member or members of their body constituting a Committee appointed by the Board in terms of these presents and may pay the same.
115. Subject to the provision of the said Acts if any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going out or residing at a particular place or otherwise for any of the purposes of the Company, the Company may remunerate such Directors 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 above.
116. The Board shall have the power, at any time and from time to time, to appoint, subject to the provisions of these presents, a person, other than a person who fails to get appointed as a Director in a General Meeting, as an Additional Director to the Board but so that the total number shall not at any time exceed maximum number fixed for the Board but any Director so appointed shall hold office only up to the date of the next Annual General Meeting of the Company or the last date on which the Annual General Meeting should have been held, whichever is earlier, and shall then be entitled for re-election.
117. Subject to the provisions of the Act, the continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company and for no other purpose.
118.
 - a) The office of a Director shall become vacant as per the provisions contained in Section 283 of the Act and where:
 - i) he resigns office by notice in writing addressed to the Company or to the Board; or

Proposed Amended Articles of Association

- ii) he becomes disqualified under Article 112 (b): or
 - iii) he is disqualified for being appointed as a Director under any of the provisions of either of the said Acts.
- b) If the office of any Director appointed by the Company is vacated before his term of office expires in the normal course, the resulting casual vacancy may be filled by the Board of Directors at a meeting of the Board and the Directors so appointed shall hold office only upto the date on which the Director in whose place he is appointed would have held office if it had not been vacated. Such vacancy if that of the Rabo Representative Director or the IP Representative Directors shall be filled by individual(s) who shall be recommended for appointment by Rabo or the Indian Partners as the case may be.
119. a) No Director of the Company shall, as a Director take part in the discussion of, or vote on, any contract or arrangement entered into or to be entered into, by Board's proceedings or on behalf of the Company, if he is in any way whether directly or indirectly concerned, or interested in the contract or arrangement; nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote; and if he does vote, his vote shall be void.
- b) Sub-article (a) above shall not apply to:
- i) Any contract of indemnity against any loss which the Directors or any one or more of them may suffer by reason of becoming or being sureties or a surety for the Company;
 - ii) Any contract or arrangement entered into or to be entered into with a public company or a private company which is a subsidiary of a public company, in which the interest of the Director aforesaid consists solely; in his being a Member holding not more than two per cent of the paid-up share capital of such other company.
120. a) Subject to the provisions of the said Acts, these presents and any other Law for the time being in force, a Director of the Company may be or become a Director of any company promoted by the Company or in which he may be interested as vendor, member or otherwise and no such Director shall be accountable for any benefits received as Director or member of such other company.
- b) A Director shall, at the first meeting of the Board in which he participates as a director and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the disclosures already made, then at the first Board meeting held after such change, disclose his concern or interest in any Company or companies or bodies corporate, firms, or other association or individuals which shall include the shareholding, in such manner as prescribed under the Act.

- c) The Company shall enter the aforesaid particulars and other particulars, as prescribed, in a register kept for the purpose in conformity with Section 170 of the Act.
- d) A Director shall give notice in writing to the Company of his direct or indirect interest or concern in any contract or arrangement or proposed contract or arrangement, entered into or to be entered into with a Body Corporate in which such Director or such Director in association with any other Director, holds more than two percent shareholding of that Body Corporate, or is a promoter, manager, Chief Executive Officer of that Body Corporate or, with a firm or other entity in which, such director is a partner, owner or member, as the case may be, at the meeting of the Board in which the contract or arrangement is discussed and shall not participate in such meeting. Where a Director is not so concerned or interested at the time or entering into such contract or arrangement, he shall, if he becomes concerned or interested after the contract or arrangement is entered into, disclose his concern or interest forthwith when he becomes concerned or interested or at the first meeting of the Board held after he becomes so concerned or interested.
- e) If any Director has any interest in any other company, institution, financial intermediary or any Body Corporate by virtue of his position as director or partner or with which he may be associated in any other capacity, then he shall disclose his interest to the Board.
- f) Unless authorised by the Board, none of the Directors shall be empowered to bind the Company individually.

ROTATION OF DIRECTORS

- 121. Two of the IP representative Directors as well as the Rabo Representative Director shall not liable to retire by rotation. The other Directors shall be persons whose period of office is liable to determination by rotation and, subject to the provisions of the Act, shall be appointed by the Company in General Meeting.
- 122. At every Annual General Meeting of the Company other than the first Annual General Meeting, one-third of such of the Directors for the time being as are liable to retire by rotation or if their number is not there or a multiple of three, then the number nearest to one-third, shall retire from office.
- 123. 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 persons who became Directors on the same day, those who are to retire shall (unless they otherwise agree among themselves) be determined by lot.

124. A retiring Director shall be eligible for re-election.
125. Any increase in the number of Directors except an increase which is within the permissible maximum shall not have any effect unless approved by the Regulatory Authorities whose approval is required under any Law for the time being in force.
126. The Company shall ensure that the appointment of Directors of the Company in General Meeting and their retirement shall be in accordance with the provisions of the said Acts.

NON-EXECUTIVE CHAIRMAN AND CEO AND MANAGING DIRECTOR

127. a) Subject to the provisions of the said Acts and these presents, the Board shall include a Non-Executive Chairman (the "Chairman") and a CEO and Managing Director.
- b) The Indian Partners shall have the right to recommend the name of the Chairman. Ashok Kapur shall be the first Chairman. The Indian Partners shall have the right to recommend the name of the CEO and Managing Director of the Company. Rana Kapoor shall be the first CEO and Managing Director. Rabo shall cause the Rabo Representative Director to vote along with the IP representative Directors for appointment of the Chairman and the CEO and Managing Director to the relevant Committees of Directors (as indicated by the Indian Partners).
- c) The CEO and Managing Director shall be entrusted with the management of the affairs of the Company subject to the Act and these Articles and he shall exercise his powers subject to the superintendence, control and direction of the Board.
- d) The Chairman if he possesses qualification, knowledge, experience or expertise useful to the Company, may, in addition to the duties as Chairman, be called upon, if he is willing, to render such extra services on day to day basis, or by way of special assignment or in any other manner as the Board may decide.
- e) The term for the Chairman, the CEO and Managing Director shall not exceed five years at a time, provided that the Chairman, the CEO and Managing Director should be eligible for reappointment.
- f) Notwithstanding anything to the contrary, the Chairman and the CEO and Managing Director shall not be subject to retirement by rotation under Article 122 but shall, subject to the provisions of any contracts between them and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company and shall *ipso facto* immediately cease to be the Chairman, CEO and Managing Director, as the case may be, if he ceases to hold the office of Director for

any cause.

- g) The remuneration of the Chairman, CEO and Managing Director or whole-time Director shall (subject to Section 309 of the Act and other applicable provisions of the said Acts and these presents and of any contract between him and the Company) be fixed by the Board, from time to time and may be by way of fixed salary and/or perquisites or by any or all these modes or any other mode not expressly prohibited by the Act.
- h) The appointment, reappointment, termination of appointment, remuneration payable to and other terms and conditions of service of the Chairman and the CEO and Managing Director shall be subject to the approval of the Reserve Bank and also subject to such approval as may be necessary under the Act.

WHOLE-TIME DIRECTOR

- 127A
- a) Subject to the provisions of the said Acts and these presents, the Board shall subject to a recommendation made by the Promoters, also include such Whole time Director/s as may be appointed in terms of these Articles.
 - b) The Board may, subject to its obtaining approval from the Reserve Bank and also subject to such approval as may be necessary under the Act, 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 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.
 - c) The Whole time Director/s appointed shall, subject to the supervision, direction and control of the CEO and Managing Director and subject to the provisions of these Articles, the Act and the Banking Act, exercise such powers and authority and discharge such functions and responsibilities as may be delegated to him/them by the CEO and Managing Director from time to time.
 - d) The term for the Whole time Director/s shall not exceed five years at a time, provided that the Whole time Director/s should be eligible for reappointment.
 - e) Notwithstanding anything to the contrary, the Whole time Director/s shall not be subject to retirement by rotation under Article 122 but shall, subject to the provisions of any contracts between them and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company and shall ipso facto immediately cease to be the Whole time Director/s as the case may be if he ceases to hold the office of Director for any cause.

- f) The remuneration of the Whole time Director/s shall (subject to Section 309 of the Act and other applicable provisions of the said Acts and these presents and of any contract between him and the Company) be fixed by the Board, from time to time and may be by way of fixed salary and/or perquisites or by any or all these modes or any other mode not expressly prohibited by the Act.
- g) The appointment, reappointment, termination of appointment, remuneration payable to and other terms and conditions of service of the Whole time Director/s shall be subject to the approval of the Reserve Bank and also subject to such approval as may be necessary under the Act.

PROCEEDINGS OF BOARD MEETINGS

128. The Board may meet for the dispatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit.

Provided, however, that a minimum number of four (4) meetings of the Board shall be held in every year. The gap between any of the two meetings shall not be more than one hundred twenty (120) days. The Directors may adjourn and otherwise regulate their meetings as they think fit. The meetings of the Board may be called by the Secretary of the Company on instructions of any member of the Board or by the Chairman. The Directors may attend a Board meeting either in person or through video conferencing or other audio visual means, which are capable of recording and recognizing the participation of Directors and of recording and storing the proceedings of such meetings along with date and time, as may be prescribed in the Act.

129. The Chairman may, at any time, and the Manager, Secretary or such other officer of the Company as may be authorized by the Board shall, upon the requisition of a Director, convene a meeting of the Board.
130. At least seven (7) days' notice of every meeting of the Board shall be given to every Director. However, a meeting of the Board may be convened at a shorter notice to transact urgent business or in the case of an emergency or if special circumstances so warrant, subject to compliance with such condition(s), if any, prescribed under the Act..

Notice of Board meetings to all Directors shall be sent in writing by hand delivery or by post at his address registered with the Company or by electronic means or by any other means as may be prescribed by the Act.

131. 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 and any fraction contained in therein being rounded off as one or two Directors whichever is higher.

Proposed Amended Articles of Association

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

Provided further that a Director participating in a meeting of the Board, through use of video conferencing or other audio visual means shall be counted for the purpose of quorum, notwithstanding anything contrary contained in the Articles of Association.

For the Purpose this Article:

- i. "total strength" means the total strength of the Board as determined in pursuance of the Act, after deduction therefrom the number of Directors, if any, whose places may be vacant at the time:
 - ii. "interested Director" means any Director whose presence cannot by reason of Article 120 count for the purpose of forming a quorum at a meeting of the Board at the time of the discussion or vote on any matter.
132. a) If a meeting of the Board could not be held for want of quorum, then, unless the Directors present at such meeting otherwise decide, the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a national holiday, till the next succeeding day which is not a national holiday at the same time and place.
- b) The provisions of Article 129 shall not be deemed to have been contravened merely by reason of the fact that a meeting of the Board which had been called in compliance with the terms of that Article could not be held for want of a quorum.
133. a) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of Directors, and it may from time to time revoke and substitute such delegation. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board. All acts done by any such Committee in conformity with such regulations and in fulfilment of the purposes of its appointment but not otherwise, shall have the force and the effect as if done by the Board.
- b) The quorum for a meeting of the Committee shall be such as may be approved by the Board subject to the provisions of the Act and in compliance with the applicable Law. The Committees shall be entitled to appoint consultants, to assist the Committees in discharge of their functions. Provided that all the decisions of the Committees shall be taken only by the vote of the Directors as members of the Committees.
- c) All meetings of the Committees shall be presided over by a chairman, who shall be any

one of the Directors of the relevant Committee.

134. The meetings and proceedings of any such Committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Board, so far as the same are applicable thereto and are not superseded by any regulations made by the Board under Article 133 (a).
135. a) All meetings of the Board shall be presided over by the Chairman and in his absence the CEO and Managing Director. If at any meeting the Chairman and the CEO and Managing Director are not present within fifteen minutes of the time appointed for holding the same, the Directors present shall choose one of the other Directors to be the Chairman of such meeting.
- b) Each member of the Board of Directors shall be entitled to cast one vote with respect to any matter to be decided by the Board of Directors. A resolution of the Board of Directors shall be adopted by the affirmative vote of the majority of the Directors present at a meeting at which a quorum of the Board of Directors is present.
136. The meeting of the Board for the time being at which quorum is present, shall be able to exercise all or any of the authorities, powers and discretion which by or under the Act or these presents are vested in or exercisable by the Board generally.
137. All acts done by any meeting of the Board or of a Committee thereof or by any person acting as a Director, shall be valid notwithstanding that it may be afterwards discovered that the appointment of any one or more of such Directors or of any person acting as aforesaid was invalid by reason of defect or disqualification or had terminated by virtue of any provision contained in the Act or these presents. Provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.
138. No resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors or to all the members of the Committee, as the case may be, at their addresses registered with the Company in India by hand delivery or by post or by courier, or through such electronic means as may be prescribed and has been approved by such of the Directors or by a majority of such of them, as are entitled to vote on the resolution.

A resolution by circulation shall be as valid and effectual as a resolution duly passed at a meeting of the Directors called and held in accordance with the provisions of The said Acts and these Articles, provided it has been circulated in draft form, together with the relevant papers, if any, to all the Directors, whether resident in India or abroad, and has been approved by a majority of the Directors entitled to vote thereon.

Proposed Amended Articles of Association

139. a) 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.
- b) If, for the purpose of reconstituting the Board under sub-article (a) above, 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 any such decision shall be binding on every Director.
- c) 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.
- d) No act or proceeding of the Board shall be invalid by reason only of any defect in the composition thereof or on the ground that it is subsequently discovered that any of its Members did not fulfill the requirements of this Article.
140. a) 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 the Act or in the Memorandum or Articles of the Company

- b) No Regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that Regulation had not been made.

ESTABLISHMENT OF RESERVE FUND

141. 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 a sum equivalent to not less than a percentage of profit as may be specified by the Banking Act.

DIVIDENDS

142. The profit of the Company, subject to the provisions of the Act, the Memorandum and these presents, shall be divisible among the Members in proportion to the amount of capital paid-up on the Shares held by them, respectively. Provided that the dividend payable on any Preference Shares issued by the Company shall be in accordance with the terms of issue of such Preference Shares.

Proposed Amended Articles of Association

143. 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 dividend or to participate in profits.
144. 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.
145.
 - a) The Company, before declaring any dividend on its Shares for each year, shall transfer to Reserve Fund an amount specified in these presents and required by or under any directions issued under the said Acts and shall also completely write off all its capitalized expenses (including preliminary expenses, organization expenses, share-selling commission, brokerage, amount of losses incurred and any other item of expenditure not represented by tangible assets).
 - b) 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 capitalized 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 auditor 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.
146. The Company, in General Meeting may, subject to the provisions of the said Acts, declare a dividend to be paid to the Members according to their respective rights and interests in the profits and may fix the time for payment.
147. No larger dividend shall be declared than is recommended by the Board but the Company in General Meeting may declare a smaller dividend. Subject to the provisions of Section 123 of the Act, no dividend shall be payable except out of the profits for the year or from its Free Reserves. The declaration of the Board as to the amount of the net profits of the Company shall be conclusive.
148. Subject to the provisions of the said Acts and these presents, the Board may, from time to time, pay to the Members such interim dividends, as in their judgment the position of the Company justifies. Such interim dividend may be declared at any time.
149. Subject to the provisions of the said Acts, the Board may retain the dividends payable in respect of which any person is, under the Transmission Clause, entitled to become a

Proposed Amended Articles of Association

Member or which any person under that Article is entitled to transfer until such person shall become a Member in respect of such Shares or shall duly transfer the same.

150. 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 or otherwise, howsoever either alone or jointly with any other person or persons and the Board may deduct from the interest or dividend payable to any Member all sums of money so due from him to the Company.
151. 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 special account referred to in the Act unless the Company is authorized 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 or issuance of bonus Shares under the provisions of the Act.
152. 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.
153.
 - a) Subject to the provisions of Sub-section (1) of Section 124 of the Act, if the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration to any Shareholder entitled to the payment of the dividend, the Company shall, within seven days from the date of expiry of said period of 30 days, transfer the total amount of dividend which remains unpaid or unclaimed within said period of 30 days to a special account in that behalf in any scheduled bank.
 - b) Any money transferred to the Unpaid Dividend Account of the Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company along with interest accrued, if any, thereon to the Fund established under the Act. A claim to any money so transferred to such fund may be preferred by the Shareholders to whom the money is due as prescribed under the Act or rules made thereunder. No unclaimed dividend shall be forfeited till the claim thereto becomes barred by Law.
154. Any General Meeting declaring a dividend may make a call on the Members in respect of moneys unpaid on Shares 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 call.

155. No dividend shall be payable except in cash.

Provided that nothing in this Article shall be deemed to prohibit the capitalization of profits or reserves of the Company for the purpose of issuing fully paid up bonus Shares or paying up any amount for the time being unpaid on any Shares held by the Members of the Company.

156. a) Any General Meeting may resolve that any moneys, investments or other assets forming part of the dividend profits standing to the credit of the reserve or reserve fund or any other fund of the Company or in the hands of the Company and available for dividend or representing premiums received on the issue of Shares and standing to the credit of the share premium account be capitalized:

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

b) Such issue and distribution under (i) above and such payment to the credit of unpaid share capital under (ii) above shall be made to among and in favour of the Members or any claim of them or any of them entitled thereto and in accordance with their respective rights and interest and in proportion to the amount of capital paid up on the Shares held by them, respectively, in respect of which such distribution under (i) or payment under (ii) above shall be made on the footing that such Members become entitled thereto as capital. The Board shall give effect to any such solution and apply such portion of the profits or reserve or reserve fund or any other fund on 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 (i) above or (as the case may be) for the purpose of paying, in whole or in part, the amount remaining unpaid on the Shares which may have been issued and are not fully paid up under (ii) above.

c) Provided that no such distribution or payment shall be made unless recommended by the Board 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 capitalized sum.

d) For the purpose of giving effect to any such resolution, the Board may settle any

difficulty which may arise to the distribution or payment as aforesaid as they think expedient and, in particular, they may issue fraction 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 deem expedient to the Board and generally may make such arrangements 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. Subject to the provisions of the Act and these presents, in cases where some of the Shares of the Company are fully paid and others are partly paid, only such capitalization may be effected by the distribution of further Shares in respect of the fully paid Shares and by crediting the partly paid Shares with the whole or part of the unpaid liability thereon but so that as between the holders of the fully paid Shares and the partly paid Shares the sums so applied in the payment of such further Shares and in the extinguishments or diminution of the liability on the partly paid Shares shall be so applied pro rata in proportion to the amount then already paid or credited as paid on the existing fully paid and partly paid Shares, respectively. 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 holders of the Shares of the Company which shall have been issued prior to such capitalization and such appointment shall be effective.

ACCOUNTS

157. a) The Board shall cause true accounts to be kept of:
- i. all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place;
 - ii. the assets, credits and liabilities of the Company and generally of all its commercial, financial and other affairs, transactions and engagements and of all other matters, necessary for showing the true financial state and condition of the Company and the accounts shall be kept in English in such manner as the Board may deem fit and the books of accounts shall be kept at the Registered Office and/or at such other place or places in India as the Board thinks fit and shall be open to inspection by any of the Directors and such other persons authorized under the Act during business hours.
- b) If the Company shall have a branch office, whether in or outside India, proper books of account relating to the transactions effected at the office shall be kept at that office and proper books of accounts relating to the transactions effected at the office shall be kept at that office and proper summarized returns, made upto date at intervals of not

Proposed Amended Articles of Association

more than three months, shall be sent by the branch office to the Company at its Registered Office or other place in India as the Board thinks fit, where the main books of the Company are kept.

158. Once at least in every calendar year the Board shall lay before the Company in Annual General Meeting, a Profit and Loss Account for the Financial Year of the Company immediately preceding the Financial Year in which such meeting is held and a balance sheet containing a summary of the assets and liabilities of the company made up as at the end of the last working day of that Financial Year or in case where an extension of time has been granted for holding the meeting up to such extended time and every such Balance Sheet, shall as required by Section 134 of the Act, be accompanied by a report (to be attached thereto) of the Board as to the state and condition of the Company and as to the amount (if any) which they recommend to be paid out of the profits by way of dividend and the amount (if any) set aside by them for the reserve fund, general reserve or reserve account shown specifically in the Balance Sheet or to be shown specifically in a subsequent Balance Sheet.
159. Every Balance Sheet and Profit and Loss Account of the Company shall give a true and fair view of the state of affairs of the Company or its branch office and shall, subject to the provisions of Section 129 and 133 of the Act and to the extent they are not inconsistent with the Act, be in the forms set out in the Third Schedule of the Banking Act or as near thereto as circumstances admit.
160. The Balance Sheet and the Profit and Loss Account shall be signed by at least three Directors, one of whom shall be a Managing Director or when only one Director is for the time being in India, by such Director and by the Manager or Secretary. The Balance Sheet and the Profit and Loss Account shall be approved by the Board before they are signed on behalf of the Board in accordance with provisions of this Article and before they are submitted to the Auditors of their Report thereon. The Auditors' Report shall be attached to the Balance Sheet and the Profit and Loss Account or there shall be inserted at the foot of the Balance Sheet and the Profit and Loss Account a reference to the Report. A copy of such Balance Sheet and the Profit and Loss Account so audited together with a copy of the Auditors' Report and every other document required by Law to be annexed or attached to the Balance Sheet shall not less than 21 days before meeting at which the same are to be laid before the Members of the Company, be subject to provisions of Section 316 of the Act, sent to every trustee for the holders of any debenture and all persons other than such members or Trustees, being so entitled.
161. a) The Books of Accounts of the Company shall be maintained in pursuance to the provisions of the Act, the Banking Act and other laws as applicable and as per the accounting standards and guidelines as prescribed by The Institute of Chartered

Proposed Amended Articles of Association

Accountants of India (ICAI) or other regulatory bodies, from time to time, as may be applicable.

- b) The Board shall from time to time and subject to the provisions of the Act, the Banking Act and other applicable Laws, determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of the Members, not being Directors.
- c) No Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by applicable Law or authorised by the Board or by the Company in a General Meeting.

AUDIT

- 162. At least once in every year, the accounts of the Company shall be balanced and audited and the correctness of the Profit and Loss Account and Balance Sheet ascertained by one or more Auditor or Auditors to be appointed as required by the said Acts.
- 163. The appointment and the removal of Auditors and the person who may be appointed as the Auditors shall be as provided in Sections 139, 140, 141 and 142 of the Act and rules made thereunder, and Section 30 and other relevant provisions of the Banking Act.
- 164. The Auditor of the branch office, if any, of the Company shall be appointed, by and in the manner provided by Section 228 of the Act.
- 165. The remuneration of the Auditors of the Company shall be fixed by the Company in General Meeting or by the Board, if so authorized by the Company in General Meeting except that the remuneration of any Auditors appointed to fill any casual vacancy, may be fixed by the Board and where his appointment has been made by the Central Government or Reserve Bank, pursuant to Article 163, may be fixed by the Central Government or the Reserve Bank.
- 166. Every Auditor of the Company shall have a right of access at all times to the book and accounts and vouchers of the Company and shall be entitled to require from the Board and officers of the Company such information and explanations as may be necessary for the performance of the duties of the Auditors and the Auditors shall make a Report to the Shareholders, of the accounts examined by them and on every Balance Sheet and the Profit and Loss Account and every other document declared by the Act to be part of or annexed to the Balance Sheet and the Profit and Loss Account which are laid before the Company in General Meeting during their tenure of office and the Report shall state whether in their opinion and to the best of their information and according to the explanations given to

them the said accounts give the information required by the said Acts in the manner so required and give a true and fair view;

- a) in the case of the Balance Sheet, of the state of the Company's affairs as at the end of its Financial Year; and
- b) in the case of the Profit and Loss Account of the profit or loss for Financial Year. The Auditor's Report shall also state;
 - i. whether they had sought and obtained all the information and explanations which to the best of their knowledge and belief were necessary for the purpose of their audit and if not, the details thereof and the effect of such information on the financial statements;
 - ii. whether, in their opinion, proper books of account as required by Law have been kept by the Company so far as appears from the examination of those books and proper returns adequate for the purposes of their audit have been received from branches not visited by them;
 - iii. whether the report on the accounts of any branch office of the Company audited under sub-section 143(8) of the Act by a person other than the Company's Auditor has been sent to them under the proviso to that sub-section and the manner in which they have dealt with it in preparing their report;
 - iv. 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;
 - v. whether, in their opinion, the financial statements comply with the accounting standards; as applicable
 - vi. the observations or comments of the Auditors on financial transactions or matters which have any adverse effect on the functioning of the Company;
 - vii. whether any Director is disqualified from being appointed as a director under sub-section (2) of section 164 of the Act;
 - viii. any qualification, reservation or adverse remark relating to the maintenance of accounts and other matters connected therewith;

The Auditor's Report shall be attached to the Balance Sheet and the Profit and Loss Account or set out at the foot thereof and such Report shall be read before the Company in General Meeting and shall be open to inspection by any Member of the Company.

167. 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 Auditors of the Company; and the Auditors shall be entitled to attend any General Meeting and to be heard at any General Meeting which they attend or any part of the business which concerns them as Auditors.

Proposed Amended Articles of Association

168. In addition to the matter which under the preceding Article the Auditor is required to state in his Report he shall also state in his Report:
- i) whether or not the information and explanation required by him have been found to be satisfactory;
 - ii) whether or not the transactions of the Company which have come to his notice have been within the powers of the Company;
 - iii) whether or not the returns received from branch offices of the Company have been found adequate for the purpose of his Audit;
 - iv) whether the Profit and Loss Account shows a true balance (profit or loss) for the period covered by such accounts;
 - v) any other matter which he considers should be brought to the notice of the Shareholders of the Company.
169. Where any of the matters referred in the Act hereof is answered in the negative or with a qualification, the Auditor's Report shall state the reason for the answer.
170. The accounts of the Company shall not be deemed as not having been and the Auditors Report shall not state that those accounts have not been properly drawn up on the ground merely that the Company has not disclosed certain matters if;
- i) those matters are such as the Company is not required to disclose by virtue of any provisions contained in the said Acts; and
 - ii) those provisions are specified in the Balance Sheet and the Profit and Loss Account of the Company.
171. Every account, when audited and approved by a General Meeting shall be conclusive except as regard any error discovered therein within three months after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected and henceforth shall be conclusive.

NOTICES

172. a) A notice (which expression for the purposes of these presents, shall be deemed to include and shall include any summon, notice, 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 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.

Proposed Amended Articles of Association

173. If a Member has no registered address in India and has not supplied to the Company an address within India for the giving of notices to him, a notice advertised in a newspaper circulating in the neighbourhood of the Registered Office shall be deemed to be duly given to him on the day on which the advertisement appears.
174. A notice 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 mode as prescribed under the Act, and addressed to them by name or by the title of representatives of the deceased or assignee of the insolvent 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 notice in any manner in which the same might have been given if the death or insolvency had not occurred.
175. Subject to the provisions of the Act and these presents, notice of every General Meeting 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.
176. Any notice to be given by the Company shall be signed by the Secretary or by such Director or officer as the Board may appoint. Such signature may be written, printed or lithographed.
177. Every person who, by operation of Law, transfer or other means whatsoever, shall become entitled to any Share, shall be bound by every notice in respect of such Share, which previously to his name and address and title to the Share being notified to the Company shall have been duly given to the person from whom he derives his title to such Share.
178. Subject to the provisions of the Act and these presents, any notice given in pursuance of these presents or document delivered or sent by registered post or speed post or by courier service or left at the registered address 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 that 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 by other persons by such Member until some other person be registered in his stead as the holder or the joint

holder thereof and such service shall, for all purposes of these presents, be deemed 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.

WINDING UP

179. Subject to the provisions of the Banking Act and Chapter XX of the Act (to the extent to which they are not varied or inconsistent with the Banking Act)
- (i) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.
 - (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
 - (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

SECRECY CLAUSE

180. No Member or other person (not being a Director) shall be entitled to visit or inspect any property or premises or works of the Company without the permission of the Board or to require discovery of or any information respecting any detail of the Company's trading or any matter which 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 Board of Directors, will be inexpedient in the interest of the Company to communicate the same.

Every Director, Manager, Secretary, auditor, trustee, member of committee, agent, officer, servant, accountant or other person employed in the business of the Company shall, when required, sign a declaration pledging himself to observe strict secrecy respecting all transactions of the Company with the customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties, except when required so to do by the Board or by any meeting of the Share holders or by a Court of Law, or by the person to whom the matters relate and except so far as may be necessary in order to comply with any of the provisions in these Articles contained.

INDEMNITY AND RESPONSIBILITY

181. a) Every officer of the Company shall be indemnified out of the assets of the Company or, to the extent permitted by law, by way of insurance obtained by the Company, against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.
- b) Subject to as aforesaid, every Director, officer, other employee or Auditor of the Company shall be indemnified against any liability incurred by him in defending any proceedings whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or discharged in connection with any application under Section 633 of the Act in which relief is granted to him by the Court.

Proposed Amended Articles of Association

We, the several persons whose names and addresses are hereunder subscribed are desirous of being formed into a Company in pursuance of these ARTICLES OF ASSOCIATION.

	Name, Address, Description & Occupation of each Subscriber	Signature of Subscribers	Signature name, address, description, of witness
1.	Ashok Kapur S/o Gurcharan Lal Kapur 11, Silver Arch, Napean Sea Road, Mumbai - 400 006. Service	Sd/-	Sd/- Witness to all (one to seven) Shrirang Ranzghunath Padhye S/o Late Ranzghunath A. Padhye 6 / Radha Blocks, Shastri Hall, Jawji Dadaji Marg, Mumbai - 400 007. Practising Company Secretary
2.	Madhu Kapur W/o Ashok Kapur 11, Silver Arch, Napean Sea Road, Mumbai - 400 006. Housewife	Sd/-	
3.	Gaurav Kapur S/o Ashok Kapur 11, Silver Arch, Napean Sea Road, Mumbai - 400 006. Self Employed	Sd/-	
4.	Shagun Kapur D/o Ashok Kapur 11, Silver Arch, Napean Sea Road, Mumbai - 400 006. Service	Sd/-	

Place : Mumbai

Dated : 13th November, 2003

Proposed Amended Articles of Association

We, the several persons whose names and addresses are hereunder subscribed are desirous of being formed into a Company in pursuance of these ARTICLES OF ASSOCIATION.

	Name, Address, Description & Occupation of each Subscriber	Signature of Subscribers	Signature name, address, description, of witness
5.	Mr. Rana Kapoor S/o R. K. Kapoor Row House No.1, Grand Paradi, A. K. Marg, Mumbai - 400 036. Banker	Sd/-	Sd/- Witness to all (one to seven) Shrirang Ranzghunath Padhye S/o Late Ranzghunath A. Padhye 6 / Radha Blocks, Shastri Hall, Jawji Dadaji Marg, Mumbai - 400 007. Practising Company Secretary
6.	Mrs. Bindu Kapoor W/o Rana Kapoor Row House No.1, Grand Paradi, A. K. Marg, Mumbai - 400 036. House Wife	Sd/-	
7.	Ms. Radha Kapoor D/o Rana Kapoor Row House No.1, Grand Paradi, A. K. Marg, Mumbai - 400 036. Student	Sd/-	

Place: Mumbai

Dated: 13th November, 2003