



**MEMORANDUM OF ASSOCIATION
AND
ARTICLES OF ASSOCIATION
OF
KOVAI MEDICAL CENTER AND HOSPITAL LIMITED**

FORM I. R.



CERTIFICATE OF INCORPORATION

No. 12168 of 19 85

I hereby certify that KOVAI MEDICAL CENTER AND
HOSPITAL LIMITED ***

is this day Incorporated under the Companies Act, 1956 (No. 1 of 1956)
and that the Company is Limited.

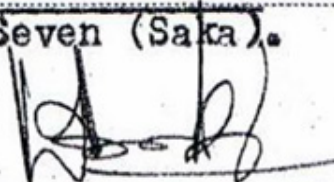
Given under my hand at M A D R A S

this Twenty Ninth day of August
Seventh Bhadra

One thousand nine hundred and Eighty Five.

One thousand nine hundred and Seven (Saka).




(R. AGHORAMURTHY)
Registrar of Companies
TAMIL NADU

copy



Certificate For Commencement of Business

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

I hereby certify that the KOVAI MEDICAL CENTER AND
HOSPITAL LIMITED

which was incorporated under the Companies Act, 1956, on
the Twentyninth day of August 1985.
Seventh Bhadra 1907
and which has this day filed a duly verified declaration in the
prescribed form that the conditions of section ~~149(1)(a) to (d)~~
149(2) (a) to (c) of the said Act, have been complied with, is
entitled to commence business.

Given under my hand at M A D R A S

this Sixteenth day of September
Twentyfifth Bhadra
One thousand nine hundred and Eighty Five
One thousand nine hundred and Seven (Saka)



(R. AGHORAMURTHY)
Registrar of Companies.
Tamil Nadu

**THE COMPANIES ACT, 2013
(COMPANY LIMITED BY SHARES)**

**MEMORANDUM OF ASSOCIATION
OF
KOVAI MEDICAL CENTER AND HOSPITAL LIMITED**

I. The Name of the company is "KOVAI MEDICAL CENTER AND HOSPITAL LIMITED".

II. The Registered Office of the Company will be situated in the State of Tamilnadu.

III. ** (A).The main objects pursued by the Company:

1. To establish, operate, lease, acquire, administer and run hospitals, medicals and healthcare institutions, diagnostic and other investigation labs, medical centers, dispensaries and the like and all other establishments and center in advancing health diagnosis, care and recuperation.
2. To carry on research and development and to deal in any new product, process, discovery, invention or formula for drugs, medicines and other therapeutic methods, drug delivery systems for treatment of patients, new techniques in diagnostic, medical investigations, surgical care, diagnostic and other convalescence purposes and to establish and maintain clinics, diagnostic centers, pharmaceutical, drug and medical accessories stores, implements, equipments trading centers and stores, dispensaries and stores, specialty health centers for brain, heart, lungs, liver and other endocrinal organs, renal, ophthalmic, dental and all other organs of human body, blood banks, sperm and egg banks, stem cell banks, gene mapping and gene banks, health and fitness clubs, nutrition and dietetic counseling, ayurvedic wellness, cure and nature centers, medical tourism, mobile health centers, ambulance services including air ambulances and all other medical, surgical, curative and health services and all other related services.
3. To establish institutions, colleges, research institutes, academic training centers to educate and train doctors, medical students, nurses, midwives, hospital attendants, clinical staff, surgical staff and all other support staff in handling hospital and health care related diagnostic or therapeutic, surgical related instruments, equipments, implements, bio-medical engineering based machines, equipments, hospital administrators and all other health services and allied courses in health management, health and bio-engineering and all other related fields to grant certificates, diplomas, degrees, doctorates or other academic recognitions and to conduct conferences, seminars and symposiums for the furtherance of medical education and research.
4. To publish books, reports, journals, magazines, newspapers, periodicals, thesis, researches, writing, discourses, documents, formulas, news and information and to shoot documentaries, movies, films, pictures and to make transparencies, stereoscopic slides, video tapes, to promote television channels, radio stations on health, wellness, fitness and all other aspects relating to human health and well being.

**** The existing Clause III (A) of the Memorandum of Association has been deleted and in its place the above Clause III (A) has been substituted vide Special Resolution passed through Postal Ballot on 26.02.2016**

5. To acquire, establish, takeover, manage, run power plants, captive or otherwise, for generating, transmitting, distributing by sale or otherwise electric power or energy either directly or through others, by using coal, lignite, wind, solar energy, tidal energy, wave energy, hydro energy and any other mode including conventional or non-conventional methods and methods of generating power through renewable energy process or any other new processes or technology for the purposes of achieving the objects of the company and enter into power sharing agreement, wheeling arrangement, third party sale or purchase of power and such other arrangements for captive use or sale of power as may be necessary for the purpose of business of the company.
6. To manufacture, trade and establish nutrition, dietetic, health and wellness related products, cafeterias, restaurants, food joints, food courts for serving nutritious and health based food products, tonics, syrups and all other kinds of health products for human consumption.
7. To establish and run hostel, hotel and other boarding and lodging and other accommodation centers, fitness centers, health clubs for the purpose of patients, their relatives and friends.

(B). The objects incidental or ancillary to the attainment of the above main objects are:

1. To pay all the costs, charge and expenses of the promotion, formation, registration and establishment of the Company and issue of its capital including any under-writing or other commission, broker's fees and charges in connection therewith and to remunerate (by cash or other assets or by the allotment of fully or partly paid shares or debentures or by a call or option on shares, debentures or securities of this Company or any other company in any other manner, whether out of the Company's capital or profits or otherwise) any person, firm or company for services rendered or to be rendered in procuring any property or business to the Company or in placing or guaranteeing the subscription of shares, debentures or other securities of the Company or in or about the formation or promotion of the Company or for any other reason which the Company may think proper.
2. To erect, construct, work, maintain, improve, alter, rebuild or repair any of the lands, mills, plants, machinery, buildings, motors and other assets belonging to the Company.
3. To purchase, take on lease, construct or otherwise acquire any lands, houses, offices, workshops, buildings and premises and any fixed and movable machinery, tools, engines, boilers, plants, implements and patterns, properties, convenient to be used in or about the trade or business or for the use of the Company.
4. To make, draw, accept, endorse, execute, discount or negotiate and issue, cheques, promissory notes, hundies, bills of exchange, bills of lading, railway receipts and other negotiable or transferable instruments.
5. To open account or accounts with any individual, firm or company or with any Bank and to pay into, withdraw money from such account or accounts.
6. To borrow, raise monies, obtain guarantees or to receive monies on deposits with or without interest by the issue of bonds, debentures convertible or otherwise and to mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company, present or future, including its uncalled capital or otherwise to transfer or convey the same absolutely or in trust and to give the lenders powers of sale of the property (except uncalled capital) and other powers as may be deemed expedient and to purchase, redeem to pay off any such securities.

7. To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, contracts, mortgage, charges, obligations, instruments and securities of any company or any authority, municipal, local or otherwise or of any person whomsoever, whether incorporated or not and generally to guarantee or become sureties for the performance of any contracts or obligations.
8. To lend money on mortgage of immovable property or on the hypothecation or pledge of movable property or without security to such person and on such terms as may seem expedient. However the Company shall not do the business of banking as defined in the Banking Regulations Act 1949.
9. To invest and deal with the monies of the Company not immediately required in any investments, movable or immovable, in such manner as any from time to time seem expedient.
10. To appoint and remunerate experts, scientists, engineers, mechanics, managers, accountants, lawyers, professors, teachers, contractors, brokers, canvassers, agents, artisans, workmen and other persons and to establish and maintain factories, agencies, branches and offices in the Indian Union or in any States in India or elsewhere for the purpose of achieving all or any of the objects of the Company and/or to discontinue the same.
11. To construct, improve, maintain, develop, work, manage, carry out, rebuild or repair, control any roadways, sidings, bridges, reservoirs, watercourses, wharves, manufacturies, warehouses, godowns, storage facilities, tanks and other works and conveniences which may directly or indirectly advance the Company's interests and to contribute, subsidise or otherwise assist or take part in any of these activities.
12. To improve, manage, work, develop lease, mortgage, abandon or otherwise deal with all or any part of the properties, rights and concessions of the Company.
13. To apply for tender, purchase or otherwise acquire any contracts, sub-contracts, licences and concessions for or in relation to any of the objects or businesses herein mentioned and to undertake, sub-contract, execute, carry out, dispose of or otherwise turn to account the same.
14. To enter into any contract, agreement, arrangement or other dealings in the nature of technical collaboration or otherwise for the conduct of the business of the Company or any part thereof.
15. To establish and maintain agencies or branches for sales, purchases and distribution of its products or for any purpose of business of the company, regulate their working and also discontinue the same and to take all steps for registering the Company in any country as may be required.
16. To adopt such means of making known any products of the Company, as may seem expedient and in particular advertising in the press, radio, television, video or any other media, by circulars, by publication of books, magazines or periodicals and by granting prizes and rewards.
17. To enter into partnership or into any arrangements for sharing or pooling of profits, amalgamation, union of interests, co-operation, joint adventure, reciprocal concessions or otherwise or amalgamate with any person, firm, authority, co-operation, body corporate or Company or any business undertaking or transaction which may carried on within the objects of this Company and to lend money or guarantee the contracts

of such other person, firm, authority, corporation, body corporate, company and to hold, sell, re-issue their shares.

18. To pay for any properties, rights, or privileges, acquired by the Company either in shares, debentures of the Company or in cash or otherwise.
19. To obtain from any Government, State, Authority, Individual, Firm or Corporation any licences, concessions water rights, grants, decrees, rights, power and privileges whatsoever which may seem to the Company capable of turned to account.
20. To obtain any order under any Act of legislature or parliament, for enabling the Company to obtain any powers and authorities necessary or expedient to carry out or extend any of the objects of the Company or for any other purposes which may seem expedient and to oppose any proceedings or applications which may directly or indirectly prejudice the Company's interest.
21. To purchase, develop, invent, acquire, protect and use whether in India or elsewhere, any patents, patent rights, licences, privileges, protections and concessions which may appear likely to be advantageous or useful to the Company and to grant licences or privileges in respect of the same and to manufacture and produce and trade and deal in all machinery, plant, articles, appliances and things capable of being manufactured, produced or traded in by virtue of or in connection with any such inventions, processes, letters, patents, licences, concessions, rights or privileges as aforesaid.
22. To carry on research and development and to deal in any new process, discovery, invention, process or formula for the more efficient carrying on of the business of the Company in all its branches.
23. To establish, provide, maintain, conduct, endow, subsidise or become members of research laboratories and experimental workshops or scientific and technical research and experiments and to undertake and carry on all scientific and technical research, experiments and tests and to promote studies, research, investigation and inventions by providing, subsidising or endowing libraries, lectures, meetings and conferences and by providing, for exhibitions, scholarships, prizes and grants to students or scholars and generally to encourage, promote and reward studies, research, investigation, experiment, tests and inventions of any kind that may be considered likely to assist any of the businesses which the Company is authorized to carry on.
24. To create any depreciation fund, reserve fund, sinking fund, insurance fund or any other fund for repairing, improving, extending or maintaining any of the properties of the Company or for redemption of debentures or redeemable preference shares or for any other purpose whatsoever, conducive to the interest of the Company.
25. To provide for the welfare of the employees or ex-employees, Directors or Ex-Directors of the Company and their wives, families, dependants or connections of such persons by building or contributing to the building of houses, colonies, settlements, dwelling or by grants of money, pensions, allowances, bonus or other payments or by creating and from time to time subscribing, contributing to provident and other associations, institutions, fund or trusts and by providing or subscribing or contributing towards places of instructions and recreations, hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think fit and to subscribe or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other

claim to support or aid by the Company either by reason of locality of operation or of public and general utility or otherwise and to support and subscribe for or contribute to any funds of any trade, commerce or industry provided such contribution is likely to lead to the advantage and furtherance of the business carried on by this Company.

26. To appropriate, use or lay out lands belonging to the Company for streets, parks, pleasure grounds, allotments and other convenience and to present any such lands so laid out to the Government, public or to any persons or company conditionally or unconditionally as the Company thinks fit.
27. To dedicate, present or otherwise dispose off of value or otherwise any property of the Company to any national trust, public body, museum, co-operation or authority.
28. To undertake and execute any trust as may seem desirable either gratuitously or otherwise.
29. To sell, let, exchange or otherwise deal with the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other Company and if thought fit to distribute the same among the shareholders of this Company.
30. To distribute any of the properties of the Company amongst the members in specie or cash either on reduction of capital or on liquidation of the Company as required by law
31. To take over any company/companies on amalgamation and to amalgamate with any company or companies having objects altogether or in part similar to those of this Company.
32. To educate, train medical students, nurses, midwives and hospital administrators and to grant diplomas or recognitions and also to grant stipends, scholarships or other assistance, monetary or otherwise to students.
33. To carryout, promote, sponsor Rural Development Programmes and / or the activities for the promotion and growth of national economy.

**** (C). The other objects not included in (A) and (B) are:**

IV. The liability of the members is limited

V. *The share capital of the Company is Rs.19,20,00,000 (Rupees Nineteen Crores Twenty Lakhs only) divided into 1,92,00,000 Equity shares of Rs.10 each with power to increase or reduce or alter the capital in accordance with the provisions of the Companies Act, 2013.

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

*** Amended pursuant to Scheme of Amalgamation sanctioned by the National Company Law Tribunal, Chennai Bench, Tamilnadu, vide their order dated 18th September 2018.**

**** The Clause III (C) under the head "Other objects not included in Clause III(A) and III(B) has been deleted.**

S. No	Names, addresses, Occupation and Description of Subscribers	Number of Equity shares taken by each subscriber	Signatures
1.	Dr. N.PALANISWAMI S/o.Thiru. Nalla Gounder Nallampatti (P.O.) Perundurai (Via) Erode R.M.S, Periyar District, [5426, ST. Martins Court, Bloom Field Hills, Michigan 48013, USA] DOCTOR	101 (One Hundred and One)	(Sd.) N.Palaniswami
2.	A.N.SACHITHANANDAN S/o. Thiru A.S. Nataraja Gounder, V.58, Plot 4156, Anna Nagar, Madras - 600 040 ARCHITECT -PLANNER	101 (One Hundred and One)	(Sd.) A.N.Sachithanandan
3.	Dr.P.SIVAKUMAR S/o.Dr. N.S.Palaniappan 97, Dr.Nanjappa Road, Coimbatore -641 018 DOCTOR	101 (One Hundred and One)	(Sd.) P.Sivakumar
4.	Dr.K.C.RAMASWAMI S/o. Thiru.K.P.Chinnaswamy 73, Karuppana Gounder Layout, Coimbatore -641 011 DOCTOR OF MEDICINE	101 (One Hundred and One)	(Sd.) K.C.Ramaswami
5.	Dr. K.S.K.MURUGAIYAN S/o. Thiru.K.M.Subramaniam 34-B, Dr.Nanjappa Road, Coimbatore -641 018 DOCTOR OF MEDICINE	101 (One Hundred and One)	(Sd.) K.S.K.Murugaiyan
6.	Dr. M.C.THIRUMOORTHY S/o.Thiru M.M.Chitrambalam, 840, Barclay Court, Troy, Michigan 48098, USA PHYSICIAN Camp: Muthayipalayam (Post) Periyar District - 638 153	101 (One Hundred and One)	(Sd.) M.C.Thirumoorthi
7.	P.MALLIKA D/o. Dr.N.S.Palaniappan, 34-B, Dr.Nanjappa Road, Coimbatore -641 018. HOUSE WIFE	101 (One Hundred and One)	(Sd.) Mallika Murugaiyan
	TOTAL SHARES TAKEN	707 (Seven Hundred and Seven only)	

Dated This 11th Day of August 1985

Coimbatore

Witness to the above signatures:

(Sd.) S.V. JAYARAMAN
S.V.Jayaraman B.Sc, ACA, ACS
S/o Thiru.S.V.Venkataraman
Chartered Accountant
16, Vyasara Street
Madras - 600 017

All the Subscribers including myself were at Coimbatore on 11-8-1985 and they have signed before me.

(Sd.)S.V.JAYARAMAN.

**THE COMPANIES ACT, 2013
(COMPANY LIMITED BY SHARES)
ARTICLES OF ASSOCIATION
OF
KOVAI MEDICAL CENTER AND HOSPITAL LIMITED
INTRODUCTION**

1. The regulations contained in ***Table 'F' in schedule I to the Companies Act, 2013 save as reproduced hereunder shall not apply to the Company.
2. Unless the context otherwise requires, words or expressions or number contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof. In these Articles, unless there be something in the subject or context inconsistent therewith or unless the context so requires.
 - a) "The Act" means ***" the Companies Act, 2013" as amended from time to time.
 - b) "The Articles" ` these present' means these Articles of Association as now framed or as altered form time to time
 - c) 'Board' means the Board of Directors for the time being of the Company.
 - d) 'The Company' or 'This Company' means "KOVAI MEDICAL CENTER AND HOSPITAL LIMITED".
 - e) 'The Office' means the Registered Office for the time being of the Company.
 - f) 'Register' means the Register of Members of the Company required to be maintained under ***"Section 88" of the Act.
 - g) 'Members or Shareholder' means the duly registered holders of the shares as entered in the Register of Members of the Company.
 - h) 'Seal ` means the Common seal for the time being of the Company.
 - i) 'In writing' or 'written' means and includes printing, typing, lithographing and other modes of reproducing words in a visible form.
 - j) 'Year' and 'Month' means calendar year and calendar month respectively according to the British calendar.
 - k) Rules' means rules framed by the Board of Directors for the conduct of the business of the Company under these Article.
 - l) Words importing the singular number include, where the context admits or requires, the plural number and vice versa.
 - m) Words importing the masculine gender include the feminine gender; and
 - n) Words importing persons shall where the context requires include corporate bodies and companies as well as individuals.

***** The word "Companies Act, 1956" is substituted by the word "the Companies Act 2013" wherever applicable. In Article 1, the words "Table A" is substituted by the word "Table F". In Article 2(f), the words"Section 150" is substituted by the words "Section 88"at the AGM held on 03.09.2014**

SHARE CAPITAL

3. *The Share Capital of the Company is Rs. 19,20,00,000 (Rupees Nineteen Crores Twenty Lakhs only) divided into 1,92,00,000 Equity Shares of Rs.10 each, subject to be increased, decreased, consolidated, subdivided or otherwise dealt with in accordance with the provisions of the Companies Act, 2013 and the statutory regulations for the time being in force in this regard. These shares will carry such preferential, qualified or special rights, privileges as may be conferred on them from time to time by these regulations.

SHARES

4. The shares of the Company shall be under the control and discretion of the Board who may allot or otherwise dispose off the same or any of them to such person or persons (whether a member of the Company or not) for such consideration in such proportion and on such terms and conditions and at such time or times as the Board may, in their absolute discretion, think fit and at such shares may be issued either at a premium or a par or discount as per the provisions of the Companies Act, 2013. In particular, the Board may issue and allot shares towards payment or adjournment made.

- i) For the properties or goods or machinery bought by the Company; or
- ii) For the discharge of loans or other liabilities of the Company; or
- iii) For the services rendered to the Company; or
- iv) For amounts spent for the purposes of the Company or for the conduct of the business of the Company, Provided that an option or right to call or shares shall not be given to any person or persons except with the sanction of the company in General Meeting.

Any such shares may be issued and allotted as fully paid-up shares or partly paid-up shares and the shares thus issued and allotted shall be deemed to fully paid-up shares or partly paid-up shares as the case may be.

5. The Company shall have power to issue Preference shares, liable to be redeemed in any manner permissible under the Act and Directors may, subject to the provisions of the Act, exercise such power in any manner they think fit and provide for the redemption of such shares on such terms including the right to redeem at a premium or otherwise as they think fit.
6. The Board may, subject to the provisions of Act, at any time, pay a commission to any person in consideration of his subscribing or agreeing to subscribe, (whether absolutely or conditionally) for any shares in or debentures of the Company or his procuring or agreeing to procure subscriptions, (Whether absolute or conditional) for any shares in or debentures of the Company. The Company may pay such brokerage as may be lawful and reasonable.
7. An application signed by or on behalf of the applicant for shares in the Company, followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles. Every person who thus or otherwise accepts any shares or whose name is on the Register, shall, for the purpose of these Articles, be a member of the Company.
8. Shares may be registered in the name of any person, company, Registered Society or other body corporate. Not more than four persons shall be registered as joint holders of any share.

*** Amended pursuant to Scheme of Amalgamation sanctioned by the National Company Law Tribunal, Chennai Bench, Tamilnadu, vide their order dated 18th September 2018.**

9. Where two or more persons are registered as joint-holders of any shares, they shall be deemed to hold the same as joint tenants with benefit of survivorship, subject to the following provisions;
- a) The person whose name stands first in the Register in respect of such shares shall alone be entitled to delivery of the certificate thereof as also dividend on such shares;
 - b) The joint holders shall severally as well as jointly be liable for the payment of all installments and calls due in respect of such shares;
 - c) In case of death of any one or more such joint-holders, the survivor(s) shall be the only person(s) recognized by the Company as having any title or interest in such share, but the Directors may require such evidence of death as they may deem fit and nothing herein contained shall be taken to release the estate of a deceased jointholder from any liability on the shares held by him jointly with and other person;
 - d) All notices directed to be given to the members shall be given to whichever of such person is named first in the Register and notice so given shall be sufficient notice to all the joint holders of such share;
10. Every shareholder or his executor, administrator or legal representative, having in his control or at his disposal assets of the deceased shareholder, shall pay to the Company the proportion of the capital which may for the time being remain unpaid thereon at such time and in such manner as the Board shall think fit.
11. Every person whose name is entered as a member in the Register of Members shall be entitled to receive within three months after allotment (or within such other period as the conditions of issue shall provide) and within one month after the application for the registration of transfer, a certificate under the Common Seal of the Company specifying the share or shares held by him and the amount paid up thereon, provided, that in respect of share of shares held jointly by several persons. The Company shall not be bound to issue more than one share certificate and delivery of a certificate for a share to such person whose name stands first in the Register of Members, shall be sufficient delivery to all such holders. Share certificates shall be issued in marketable lots without payment of any fees. Where share certificate are issued for either more or less than marketable lots, subdivision/Consolidation into marketable lots, shall be done free of charge.
12. If any certificate be worn out or defaced, then upon production thereof to the Company, the Company, in cancellation of the old certificate, shall issue a new certificate in lieu thereof. If any member requires the certificate pertaining to more than one share to be split into two or more certificates pertaining to one or more shares, the Company may cancel the old certificate and issue new certificate. If any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given and on the payment of out of pocket expenses incurred by the Company in investing evidence, a new certificate in lieu thereof shall be given to the registered holder of the shares to which such lost or destroyed certificate shall relate.
13. For every certificate issued under the last proceeding clause, there shall be paid to the Company the sum of Rupees two or such smaller sum as the Directors may determine, provided that no fee shall be charged for issue of new certificates in replacement of those which are old, decrepit or worn out or cut or where the cages on the reverse for recording transfers have been fully utilised.
14. Every endorsement on the certificate incorporating transfer of shares mentioned therein shall bear the signature of a Director or such other persons as shall from time to time be authorized by the Directors for the purpose.

14 A. Depository System *

- a. The company shall be entitled to dematerialize its existing shares and other securities, rematerialize its shares and other securities held in the depositories and / or offer its fresh shares and others securities in a dematerialized form pursuant to the Depositories Act, 1996 and the Rules framed there under, if any. The expression "dematerialize" means converting physical certificates to electronic form. The expression "rematerialize" is the opposite of dematerialize.
- b. Notwithstanding anything to the contrary contained in the Act or these Articles the Depository shall be deemed to be the registered owner for the purposes of effecting transfer or ownership of security on behalf of the Beneficial Owner.
- c. A depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.
- d. Every person holding shares of the company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the company and such beneficial owner is entitled to all the rights and benefits of a member.

CALLS ON SHARES

15. The Board may, from time to time, subject to the terms on which any share, may have been issued and subject to the provisions of ***Section 49 of the Act make such calls as they think fit upon the members in respect of all monies unpaid on the shares held by them respectively (whether on account of nominal value of the shares or by way of premium) and each member shall pay the amount of every call so made on him at the time and place appointed by the Board. A call may be made payable by installments and shall be deemed to have been made when the resolution of the Board authorizing such call was passed. A call may be revoked or postponed at the discretion of the Board.
16. If the sum payable in respect of any call or installment is not paid on or before the day appointed for payment thereof, the holder for the time being in respect of the share for which the call shall have been made or the installments shall be due, shall pay interest for the same at such rate as may, from time to time be fixed by the Board from the day appointed for the payment thereof to the time of actual payment. The Board shall be at liberty to waive payment of any such interest either wholly or in part.
17. Any sum, which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. In case of non-payment of such sum all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

*** Special resolution passed at the 15th AGM of the company held on 27.09.2001**

***** In Article 15, the words "Section 91" is substituted by the words "Section 49" at the Annual General Meeting of the Company held on 03.09.2014**

18. The Board may, if it thinks fit, receive from any member willing to advances the same, all or any part of the amount remaining unpaid on any shares held by him and upon the money so paid in advance or so much thereof as exceeds the amount of the calls then made upon the share in respect of which such advance has been made, the company may pay interest at such rate as may be fixed by the Board. Money so paid in excess of the amount of calls shall not rank for dividends or confer a right to participate in profits or for the purpose of voting. The Board may at any time repay the amount so advance upon giving to such member not less than fifteen days' notice in writing.
19. On the trial or hearing of any action or suit brought by the Company against any member or his representatives for the recovery of any money claimed to be due to the company in respect of his shares, it shall be sufficient to prove that the name of the member in respect of whose shares the money is sought to be recovered appears entered on the Register of Members of the Company as the holder of one or more shares at or sequent to the date on which the money sought to be recovered is alleged to have become due; that the resolution making the call is duly recorded in the Minutes Book of the Board and that notice of such call was duly given to the member or his representatives in pursuance of these Articles.
20. The money, if any which the Board shall, on allotment of any shares being made by it require or direct to be paid by way of deposit, premium, call or otherwise in respect of any shares allotted by it shall immediately on the inscription of the name of the allottee in the Register of Members become a debt due to and recoverable by the Company from the allottee thereof and shall be paid by him accordingly.
21. Save as herein otherwise expressly provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not be bound, except as ordered by a court of competent jurisdiction or as by statute required, to recognize any trusts whatsoever or any mortgage or charge thereon or any contingent, equitable, future, partial or any other claim to or interest in such share on the part of any person other than the registered holder, his executor or administrators or legal representatives and other than such rights upon transmission as hereinafter provided.

FORFEITURE OF SHARES

22. If any member fails to pay any call or installment of a call 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 remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that have been incurred by the company by reason of such non- payment.
23. The notice shall name a day (not being than fourteen days from the date of the notice) and a place or places on and at which such call or installment 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 shares in respect of which such call was made or installment is payable will be liable to be forfeited.
24. If the requirements of any such notice as aforesaid are not complied with any share in respect of which such notice has been given may, at any time thereafter, before the payment required by the notice has been made be forfeited by a resolution of the Board to the effect such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
25. When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof shall forthwith be made in the Register, but no forfeiture

shall be in any manner invalidated by any omission to give such notice or to make such entry as aforesaid.

26. Any share so forfeited shall be deemed to be property of the company and the Board may sell, re-allot or otherwise dispose of the same on such terms and in such manner as they think fit.
27. The Board may, at any time, before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, cancel the forfeiture thereof upon such conditions as it thinks fit or they may assign a smaller number of shares in respect of the paid up value of forfeited shares.
28. A person whose shares have been forfeited shall cease to be member in respect of the forfeited shares but shall nevertheless remain liable to pay and shall forthwith pay to the Company all monies which at the time of forfeiture were presently payable by him to the company in respect of the shares together with interest at such rate as may be decided upon by the Board, whether such claim be barred by limitation on the date of the forfeiture or not but his liability shall cease if and when the Company receives payment in full of the all monies due in respect of such shares. The Board may, if they shall think fit, remit the payment of such interest or any part thereof.
29. The forfeiture of a share shall involve the extinction of all interest in and all claims and demands against the company in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are Expressly Saved.
30. Upon any sale after forfeiture or surrender or for enforcing a lien purported to have been exercised by virtue of the powers given, the Board may cause the purchaser's name to be entered in the register of members in respect of shares sold. A duly verified declaration in writing that the declarant is a Director, Secretary or Manager of the company and that certain shares in the company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares and the person to whom any such share is sold shall be registered as the holder of such share and shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale disposition.
31. The provision of these Articles as to forfeiture shall apply in the case of non- payment of any sum which by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of a share or by way of premium, as if the same had been payable by virtue of a call duly made notified.

LIEN

32. The Company shall have a first and paramount lien upon all the shares (other than fully paid-up shares) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all monies (whether presently payable or not) called or payable at a fixed time in respect of such shares and no equitable interest in any shares shall be created except upon the footing and condition that Article 21 hereof will have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the company's lien if any on such shares. The Directors may at any time declare any shares wholly or in part to be exempt from the provisions of this clause.

33. For the purpose of enforcing sub lien, the Board of Directors may sell the shares subject there to in such manner as it thinks fit. But no sale shall be made unless a sum in respect of which the lien exists is presently payable and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators or other legal representatives as the case may be and default shall have been made by him or them in the payment of the sum payable as aforesaid for seven days after the date of such notice.
34. To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof and the such transfer. Upon any such sale as aforesaid, the certificate in respect of shares sold shall cancelled and become null and void and of no effect and the Directors shall be entitled to issue a new certificate or certificates in lien thereof to the purchaser (s) concerned.
35. The Net proceeds of the sale shall be received by the company and after payment of the cost of such sale shall be applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall be paid to such member, his executors, or administrators or assigns or other legal representatives, as the case may be.

TRANSFER OF SHARES

36. (a) Shares in the company may be transferred by an instrument in writing in ***Form No.SH-4 set forth in Sub Rule 11(1) of the Companies (Share Capital and Debentures) Rules 2014 ; or in such other form as the act may from time to time prescribe. The instrument of transfer shall be duly stamped.
- (b) ***Instrument of transfer shall be in the form as may be prescribed duly stamped, dated and executed by or on behalf of the Transferor and the Transferee and specify the name, address and occupation, if any, of the Transferee.
- (c) ***The Instrument of Transfer shall be delivered to the Company by the Transferor or the Transferee within a period of 60 days from the date of execution along with the certificate relating to the securities or if no such certificate is in existence along with the letter of allotment of securities.
37. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.
38. Subject to the provisions of ***Section 58 of the Act, the Board may, at its own absolute and uncontrolled discretion and without assigning any reason, decline to register or acknowledge any transfer of shares, whether fully paid or not (notwithstanding that the proposed transferee is already a member), but in such cases it shall, within one month from the date on which the Instrument of transfer was lodged with the company send to the transferee and transferor notice of the refusal to register such transfer, provided that the registration of a transfer shall not be refused on the ground that transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except where the board has exercised the power of lien vested in it under these articles in respect of the shares proposed to be transferred.

***** In Article 36(a), the words "Form No: 7-B substituted by the words "Form No. SH-4 set forth in Sub-Rule 11(1) of the Companies (Share Capital and Debentures) Rules 2014", Article 36(b) and 36(c) is fully substituted at the AGM held on 03.09.2014**

***** In Article 38, the words"Section 111 is substituted by the words "Section 58" at the AGM held on 03.09.2014.**

39. (a) An application for the registration of transfer of the shares in the company may be made either by the transferor or 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 notices of the applications 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 clause (b) above, notice to the transferee shall be deemed to have been duly given if it is dispatched by pre-paid 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.
40. No transfer shall be made to an insolvent or a person of unsound mind or a partnership in the name of the firm. In the case of partly paid shares no transfer shall be made in the name of a minor.
41. In no case, shall the Board be bound to inquire into the validity, legal effect or genuineness of any instrument of transfer produced by a person claiming transfer of any share in accordance with these Articles and whether they abstain from so inquiring or do so inquire or are misled, the transferor shall have no claim whatsoever upon the company in respect of the share except for the dividends previously declared in respect thereof and not paid but his claim if any, shall be against the transferee only.
42. All Instrument of transfer which shall be registered shall be retained by the company, but any instrument of transfer which the directors may decline to register shall be returned to the person depositing the same.
43. No fees shall be charged for registration of transfers or for effecting transmission or for registering any letters of probate, letters of administration and similar other documents. When a shareholder changes his name or who being a female, marries, may give notice to the company of the change of name of the marriage so that the same may be registered with the company.
44. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof(as shown or appearing in the Register of members) to the prejudice of persons having or claiming any equitable right , title or interest to or in the said shares, notwithstanding that the company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer and may have entered such notice or referred thereto, in any book of the company and the company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the company, but the company shall, nevertheless, be at liberty to regard and attend to any such notice and give effect thereto if the Directors shall so think fit.

44. A) NOMINATION*

Subject to the provisions of ***Section 72 of the Companies Act, every holder or joint holders of shares or Debentures may at any time nominate a person to whom his/ their Shares or Debentures shall vest in the death and such nominee may be or make such transfer of such shares or debentures as the deceased Shareholder(s) or Debenture holder(s) could have made

*** Inserted by special resolution passed at the 15th AGM held on 27.09.2001**

***** In Article 44(A) the words Sections 109A and 109B is substituted by the words Section 72 at the AGM held on 03.09.2014**

TRANSMISSION OF SHARES

45. (a) On the death of a member, the survivor or survivors where the member was a joint holder and his legal representatives where he was a sole holder shall be the only persons recognized by the company as having any title to his interest in the shares.
- (b) Nothing in clause (a) shall release the estate of a deceased joint holder from any liability in respect of any shares which had been jointly held by him with other persons.
- (c) *Notwithstanding anything contained in article "45(a)" on the death of a member where he was a sole holder, if the member has filed a nomination in the prescribed form, the nominee shall be the only person recognized by the Company as having any title to his interest in the shares.
46. The executors or administrators of a deceased member, (not being a joint holder) shall be the only persons recognized by the Company 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 or administrators, unless they have first obtained probate or letters of administrators, as the case may be, from a competent court in India, provided that in any case where the Directors, in their absolute discretion think fit, they may dispense with the production of probate or letters of administration.
47. 1. Any person becoming entitled to a share in consequence of the death or lunacy or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either-
- (a) to be registered himself as holder of the share, or
- (b) to make such transfer of the share as the deceased or insolvent or lunatic member could have made.
2. The Board shall, in either case have the same right to decline or suspend registration as it would have had if the deceased or lunatic or insolvent member had transferred the share before his death, lunacy or insolvency.
48. (a) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.
- (b) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing an instrument or transfer of the same.
- (c) All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death, lunacy or insolvency of the member has not occurred and the notice of transfer were a transfer signed by that member.
- (d) ***A person so becoming entitled on transmission to a share by reason of the death, lunacy or insolvency of the holder shall be subject to the provisions of these Articles and be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.
49. All the provisions herein contained as to the transfer and transmission of shares shall apply mutatis to the transfer and transmission of the debentures of the Company.

*** Inserted by special resolution passed at the 15th AGM held on 27.09.2001**

***** In Article 48(d) the words, "of section 206 of the Act" is deleted at the Annual General Meeting of the Company held on 03.09.2014**

GENERAL AUTHORITY

50. Wherever it has been provided in the Act that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its Articles, then and in all such cases this regulation confers on the Company all such right, privilege or authority and the power to carry out such transaction, as if such right, privilege, authority or power has been conferred on the Company by specific regulation in that behalf herein provided. Without prejudice to the generality of the foregoing and as illustration of such rights, privileges and authorities which the Company shall have, the following are set out with the appropriate sections of the Companies Act. 2013:-

*** Section 40: To pay commission on issue of shares/debentures.

*** Section 48: Variation of shareholders rights.

*** Section 50: To accept unpaid share capital, although not called up.

*** Section 51: To pay dividend in proportion to amount paid up.

*** Section 55(2): Issue preference shares which are liable to be redeemed within a period not exceeding twenty years from their date of issue.

*** Section 61: Power to alter its Share Capital.

ALTERATION OF CAPITAL

51. The Company may, from time to time, by ordinary resolution increase the share capital by each sum, to be delivered into shares of such amount, as may be specified in the resolution.

52. The Company may, by ordinary resolution,

(A) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(B) Sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum, subject, nevertheless, to the provision of clause(d) of sub-section (1) of ***Section 61 of the Act;

(C) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

53. The Company may, by special resolution reduce its share capital, any capital redemption reserve account or any share premium account, in any manner and with and subject to, any incident authorized and consent required, by law.

GENERAL MEETINGS

54. All General Meetings other than Annual General meeting shall be called Extra-ordinary GeneralMeetings.

***** In Article 50 the Sections 76, 80, 92, 93, 94, 100 and 106 are substituted by the Sections 40, 48, 50, 51, 55(2) and 61 respectively at the Annual General Meeting of the Company held on 03.09.2014**

***** In Article 52(B) the words "Section 94 of the Act" is substituted by the words"Section 61 of the Act" at the Annual General Meeting of the Company held on 03.09.2014**

55. The Board may, whenever it thinks fit, call an Annual General Meeting/Extra- ordinary General Meeting to be held on such day, time and place as may be considered convenient by the Board. If at any time there are not within India, Directors capable of acting who are sufficient in number to form a quorum (for Board Meetings) any Director or any five members of the Company holding equity shares may call an Annual General Meeting/ Extra-ordinary General Meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.
56. The Board may, whenever it thinks fit and necessary, postpone an Annual General Meeting or Extra-ordinary General Meeting that had been convened by the Board or by the members or cancel such meetings and reconvene such meeting before such meeting is held or is due to be held. This provision shall not however apply to an Extra-ordinary General Meeting called by the members on requisition.

PROCEEDINGS AT GENERAL MEETINGS

57. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, five members present in person shall constitute the quorum for General Meetings.
58. The Chairman, if any, of the Board shall preside as Chairman at every General Meeting. If there is no such Chairman or if at any meeting he is not present within thirty minutes after the time appointed for holding the meeting or is unwilling to act, as Chairman of the meeting the Vice - Chairman shall be entitled to take the Chair. In his absence or in case he is unwilling to act, the Managing Director shall be entitled to take the Chair. In his absence, or in case he is unwilling to act, the Directors present shall choose another Director as Chairman of the meeting and if no Director is present or if all the Directors present inclined to take the Chair, then the members present shall on a show of hands or on a poll properly demanded, elect one of their number, being a member entitled to vote, to be chairman of the meeting.
59. The Chairman may adjourn any meeting from time to time and from place to place but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
60. When a meeting is adjourned, it shall not be necessary to give any notice of the adjournment or of the business to be transacted at the adjourned meeting, except when meeting is adjourned sine die.
61. In the case of any equality of votes, both on a show of hands and on a poll, the Chairman of the meeting shall be entitled to a second or casting vote in addition to the vote(s) to which he may be entitled as a member.
62. The demand for a poll other than for election of Chairman of the meeting or for the adjournment of the meeting shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS

63. Subject to any rights or restrictions for the time being attached to any class or classes of shares:-
- (a). On a show of hands, every member present in person shall have one vote, and
 - (b). On a poll, voting rights of members shall be as laid down in ***Section 47(b) of the Act.

***** In Article 63(b) the words, Section 87 is substituted by the words Section 47(b) at the Annual General Meeting of the Company held on 03.09.2014**

64. In the case of joint-holders, the vote of the senior who tenders a vote in person shall be accepted to the exclusion of the votes of the other joint holders. For this purpose, seniority shall be determined by the order in which the names appear in the Register of Members.
65. A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
66. No member shall be entitled to vote at any general meeting if the call money or other sums due have not been paid by him before the last date fixed by the Board, for their payment.
67. No objection shall be raised to the validity of any vote whether given personally or by proxy or by attorney except at the meeting or adjourned meeting or poll at which the vote objected to is given or tendered and every vote whether given personally or by proxy or by attorney to which no objection has been raised at the meeting or poll at which such vote is tendered shall be deemed to be valid for all purposes whatsoever of such meeting or poll. Any objection made in due time shall be referred to the Chairman of the meeting whose determination regarding the admission or rejection of the vote, made in good faith, shall be final and conclusive.

PROXY

68. An instrument appointing a proxy shall be ****"in Form No. MGT-11 of the Companies (Management and Administration) Rules, 2014" and shall be signed by the member. Where shares are held in joint names, all the joint shareholders shall sign the proxy form.
69. The Instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notorally certified copy of that power or authority shall be deposited at the office not less than forty eight hours before the time for holding meeting at which the person named in such instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No member shall be entitled to lodge a proxy for an adjourned meeting. No proxy shall be used at an adjourned meeting which could not have been used at the original meeting.
70. If more than one instrument of proxy from the same member to vote at the same time be deposited with the Company that instrument of proxy bearing the latest date, shall alone be accepted, if all the instruments, bear the same date, then that one of them registered in the books of the Company as having been last deposited with the Company shall alone be accepted.
71. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer of the shares shall have been received by the Company at its office at least twenty four hours before the time appointed for the meeting. Provided further that the Chairman of the meeting shall be entitled to require such evidence as he may, in his discretion thinks fit, of the due execution of an instrument of the proxy and that the same has not been revoked.

***** In Article 68 the words "in either of the forms in schedule IX to the act or a form as near thereto as circumstances admit" is substituted by the words "In Form No: MGT-11 of the Companies (Management and Administration) Rules 2014 at the Annual General Meeting of the Company held on 03.09.2014."**

DIRECTORS

72. The minimum and maximum number of Directors shall be three and *fifteen respectively.
73. The first Directors of the Company are:
1. Dr.N.Palaniswami
 2. Sri K.M.Subramaniam
 3. Sri N.Sengottaiyan
 4. Smt.Rajeswari Ramaswami
74. Notwithstanding anything to the contrary contained in these Articles, so long as any monies remain owing by the Company to the Industrial Development Bank of India (IDBI) Industrial Finance corporation of India (IFCI). The Industrial Credit and Investment Corporation of India Limited (ICICI), The Industrial Reconstruction Corporation of India Ltd (IRCI), life Insurance Corporation of India (LIC), Unit Trust of India (UTI), General Insurance Corporation of India (GIC), National Insurance Company Limited (NIC), The Oriental Fire and General Insurance Company Limited (OFGI), The New India Assurance Company Limited (NIA), United India Insurance Company Limited (UIIC) or a State Financial Corporation or any financial institution owned or controlled by the Central Government or a State Government or a Reserve Bank of India or by two or more of them or by Central Government or State Government by themselves (each of the above is hereinafter in this Article referred to as "the Corporation") out of any loans/debenture assistance granted by them to the Company or so long as the Corporation holds or continues to hold debentures/shares in the Company as a result of underwriting or by direct subscription or private placement or so long as any liability of the Company arising out of any Guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time, any person or persons as a Director or Directors, whole-time or non-whole-time, (which Director or Directors, is/are hereinafter referred to as "Nominee Director/s") on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place/s.

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

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

- * **In Article 72 the word twelve is substituted by the word fifteen vide Special Resolution passed through Postal Ballot on 28.07.2021.**

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

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

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

Provided also that in the event of the Nominee Director/s being appointed as whole time Director/s, such Nominee Director/s shall exercise such powers and duties as may be approved by the Corporation and have such rights as are usually exercised or available to a whole-time Director in the management of the affairs of the Company. Such whole-time Director/s shall be entitled to receive such remuneration, fees, commission and monies as may be approved by the Corporation.

75. The Board shall have power at any time and from time to time to appoint any person as an additional Director provided that the number of Directors shall not at any time exceed the maximum number fixed by these Articles. The additional Director so appointed shall hold office upto the date of the next Annual General Meeting of the Company.
76. The Board may subject to the provision of ***Section 161(4) of the Act fill any casual vacancy arising from the Board.
77. The Board may in accordance with and subject to provisions of ***Section 161(2) of the Act, appoint any person to act as an Alternate Director for a Director during the latter's absence for a period of not less than three months from the State in which meetings of the Board are ordinarily held.
78. Directors desirous of resigning their office shall submit the resignation in writing. The resignation will be effective from the date on which it is received by the Company at its Office.
79. No share qualification is required for any person for being appointed as a Director of the Company.

PROCEEDINGS OF DIRECTORS

80. (a) The Board may elect a Chairman for its meetings and determine the period of which he is to hold office.

(b) The Board may also elect a Vice-Chairman for its meetings and determine the period for which he is to hold office.

***** In Article 76 the words "Section 262 is substituted by the words Section 161(4)" and In Article 77 the words "Section 313 is substituted by the words Section 161(2)" at the Annual General Meeting of the Company held on 03.09.2014**

81. Subject to the provisions of ***Section 173 of the Act, the Directors may meet together for the dispatch of business and may adjourn and otherwise regulate their meetings and proceedings as they think fit and may determine quorum necessary for the purpose of the business. Until otherwise determined and subject to ***Section 174 of the Act, two Directors personally present or one third of the total strength, whichever is greater, shall be the quorum.
82. Subject to the provisions of the Act, the Chairman or the Vice-Chairman or the Managing Director may and the Secretary at the discretion of the Chairman or the Vice-Chairman or the Managing Director shall at any time convene a meeting of the Board.
83. ***Except where the Act requires a resolution to be passed at a Meeting of the Board with the consent of all the Directors present at the Meeting, the question arising at any Meeting of the Directors shall be decided by a Majority of votes of Directors voting. In case of equality of votes, the Chairman shall have a Second or Casting vote.
84. The meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion by or under these articles or the Act for the time being vested in or exercisable by the Board.
85. If the quorum is not present within 15 minutes from the time appointed for holding a meeting of the Board, it shall stand adjourned till the same day in the next week at the same time and place. If that day happens to be a public holiday the meeting shall stand adjourned to the day next to the public holiday. If at the adjourned meeting also there is no quorum, fresh notice has to be given convening another meeting of the Board.
86. If at any meeting of the Board, the Chairman is not present within fifteen minutes from the time appointed for holding the meeting or in case he is unwilling to preside or where no Chairman has been elected in terms of Article 80 (a) the Vice-Chairman shall occupy the chair and in the absence of the Vice-Chairman or in the case he is unwilling to preside or where no Vice- Chairman has been elected in terms of Articles 80 (b) Managing Director shall occupy the Chair and in the absence of the Managing Director or in case he is unwilling, the Directors present may choose one among them to be the Chairman of the Meeting.
87. The Chairman or the Vice-Chairman or the Managing Director shall have the power to invite any person or persons not being the member(s) of the Board to attend the meeting of the Board, but such invitees shall not be entitled to vote at any time.
88. The items in the agenda of the notice should have the prior approval of the Chairman and in the absence of the Chairman from India, of the Vice- Chairman and in the absence of the Vice-Chairman from India, of the Managing Director before the Notice is circulated to the members of the Board.
- *** In Article 81 the words "Section 285 is substituted by the words Section 173" and "Section 287 is substituted by the words Section 174". Article 83 is fully substituted at the Annual General Meeting of the Company held on 03.09.2014**

89. The Board may, subject to the provisions of ***Section 179 of the act, from time to time delegate any of its powers to committee consisting of such Director or Directors as it think fit and may, from time to time revoke 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 upon it by the Board. All acts done by any such committee of the Board in conformity with such regulations and in fulfillment of the purpose of their appointment, shall have the like force and effect as if done by the Board.
90. The meetings and proceedings of any such committee shall be governed by the provisions herein contained 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.
91. Save in those cases where a resolution is required ***by any Section of the Act, to be passed at a meeting of the Board, a resolution shall be valid and effectual as if it has been passed at a meeting of the Board or Committee of the Board, as the case may be, duly called and constituted, if a draft thereof in writing is circulated, together with the necessary papers, if any to all the Directors, or to all the members of the committee of the Board, as the case may be, then in India (not being less in number than the quorum fixed for a meeting of the Board or Committee, as the case may be) and to all other Directors or members of the committee at their usual address in India and has been approved by such of them as are then in India or by a majority of them as are entitled to vote on the resolution.
92. Subject to the provisions of the Act, no Director of the Company shall be disqualified by his office from holding any office or place of profit under the Company or under any Company in which the Company shall be a share- holder or otherwise interested or from contracting with the Company either as vendor, purchaser or otherwise nor shall any such contracts or any contract arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, be avoided nor shall any Director be liable to account to the company, for any profit arising from any such office or place of profit or realized from any such contracts or arrangement by reason only of such Director holding that office or of the fiduciary relations thereby established.

MINUTES

93. The Directors shall cause minutes to be duly entered in the Books provided for the purposes
- (a) Of all appointments of Officers;
 - (b) Of the names of the Directors present at each meeting of the Directors and of any Committee of Directors;
 - (c) Of all orders made and resolutions required to be passed by the Directors and Committee of Directors ; and

***** In Article 89 the words "Section 292" is substituted by the words "Section 179" at the Annual General Meeting of the Company held on 03.09.2014**

***** In Article 91 the words "Section 262, 292, 297, 316, 372 (5) and 386 (2)" is substituted by the words "by any section" at the Annual General Meeting of the Company held on 03.09.2014**

- (d) Of all resolutions and proceedings of General Meeting of the Company or any Class of Shareholders and of the meetings of the Directors and Committees; and any Meetings of the Directors or of any committee, or of the Company if purporting to be signed by the Chairman of the next succeeding meeting shall be received as prima facie evidence of the matter stated in such minutes. Provided that the Chairman of the meeting may exclude at his absolute discretion such of the matter as are or could reasonably be regarded as defamatory of any person irrelevant or immaterial to the proceedings or detrimental to the interests of the Company.
94. The minutes Book of General Meetings of the Company shall be kept at the office and shall be open for inspection by members during the hours of 2.00 p.m to 4.00 p.m. on such business days as the Act requires it to be open for inspection.

POWERS OF DIRECTORS

95. Subject to the provisions of the Act, the control of the Company shall be vested in the Board who shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorized to do; provided that the board shall not exercise any power or to do any act or thing which is directed or required whether by the Act or any other statute or by the Memorandum of the Company or by these Articles or otherwise, to be exercised or done by the Company in General Meeting. Provided further in exercising any such power or doing any such act or thing the Board shall be subject to the provisions in that behalf contained in the Act or any other statute or in the Memorandum of the Company or in these Articles or in any regulations not inconsistent therewith and duly made thereunder, including regulations made by the company in General Meeting by special resolution but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
96. Any branch or kind of business which with by the Memorandum of Association of the Company or these Articles is expressly or by implication authorized to be undertaken by the Company may be undertaken by the Board at such time or times as it shall think fit and further may be suffered by it to be kept in abeyance whether such branch or kind of business may have been actually commenced or not so long as the board may deem it expedient not to commence or proceed with such branch or kind of business.
97. Subject to the provisions of the Act, the Board may, from time to time, as it may think fit, delegate to the Managing Director all or any of the powers hereby conferred upon the Board, other than the powers to make calls on members in respect of money unpaid on their shares and to issue debentures.
98. The Board may subject to the provisions of the Act make such arrangements as it may think fit for the management of the Company's affairs abroad and for this purpose appoint local boards, attorneys, agents and fix their remuneration and delegate to them such powers as the Board may deem requisite or expedient. The Company may exercise all the powers ***under the Act and the official seal shall be affixed only by the authority of the Board and shall be signed by atleast two Directors or by a Director and other persons appointed by the Board for this purpose from time to time. The Board may also exercise the powers of ***Sub Section (4) of Section 88 of the Act with reference to the keeping of foreign Register.

***** In Article 98 the words "of section 50 of" is substituted by the words "under" and "section 157 and 158" is substituted by the words "Sub section (4) of Section 88" at the Annual General Meeting of the Company held on 03.09.2014**

99. The Board may appoint, at any time and from time to time, by a power of attorney under the Company's seal any person to be the attorney of the Company for such purposes and with such powers, authorities and discretions not exceeding those vested in or exercisable by the Board or by the Act or these Articles and for such period and subject to such conditions as the Board may, from time to time, think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with such attorney, as the Board may think it.
100. The continuing Directors may act notwithstanding any vacancy in the Board but if and so long as their number falls below the quorum fixed by these Articles for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum or of summoning a General Meeting of the Company but for no other purpose.
101. (a) The Board may, subject to this Article and with the sanction of the Company in General Meeting from time to time, at its discretion, raise or borrow or secure payment of any sum or sums of the money for the purpose of the Company, by the issue of debentures, convertible or otherwise and to mortgage, pledge or charge the whole or part of the property, assets or revenue of the Company, present or future, including its uncalled capital or otherwise and to transfer or convey the same absolutely or in trust and to give the lenders powers of sale except on uncalled capital and other powers as may be deemed expedient and to purchase, redeem or pay off such securities
- (b) Any such debentures, bonds or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender drawings, allotment of shares and attending General Meetings of the Company, appointment of Directors or otherwise.
- (c) Debentures/Debenture stock/Loan/Loan Stock and loans with a right of conversion into equity shares shall not be issued except with the sanction of the Company in General Meeting.

APPOINTMENT OF MANAGING DIRECTORS

102. The Board may at any time appoint, subject to approval of Central Government where necessary, one or more of its body as Managing Director(s) for the Company for any period and on such terms and conditions, as to their powers and duties as the Board may determine. The Board may also designate them as Joint Managing Director or by any other designation.

POWERS OF MANAGING DIRECTORS

103. a) Subject to the superintendence, control and direction of the Board, the Managing Director shall manage the whole of the business of the Company and all its affairs, shall exercise all powers, control its finances, appoint and manage employees of all grades and perform all duties generally in relation to the management of affairs and transactions of the Company, as may be proper or expedient and in particular, exercise the powers conferred on the Board, except those which can only be exercised by the Board or the Company in general meeting and the Managing Director shall always act for and on behalf of the Company in the management of its affairs.

- b) ****The Managing Director or Joint Managing Director holding office shall not be subject to retirement by rotation**

PROVIDED THAT the above provision shall be limited to not more than two persons holding office as Managing Director/Joint Managing Director

PROVIDED FURTHER THAT Dr.Nalla G Palaniswami (Managing Director) and Dr.Thavamani Devi Palaniswami (Joint Managing Director) shall not be subject to retirement by rotation until such time they are Directors of the company.

- c) In the event of there being more than one Managing Director at any time holding office, whether designated as Managing Director or Joint Managing Director or otherwise, then, unless otherwise provided by the terms of their appointment or unless otherwise directed by the Board all the powers vested in the Managing Director(s) by or under these presents shall be exercisable by either of them severally. They shall be deemed to hold their office under separate contract of service and notwithstanding the termination of the office of any of the Managing Director(s) the other Managing Director(s) shall be entitled to act and exercise all the powers conferred under these presents on the ManagingDirector(s).

WHOLE-TIME DIRECTOR(S)

- 104.***Subject to the sanction of the Government of India, the Board may appoint one or more of their body as whole-time Director(s) under the designation of Technical Director, Executive Director, Administrative Director or under such other designation as the Board deems fit. The whole-time Director(s) shall perform duties under the control, supervision and directions of the Board and Managing Director(s) and exercise powers delegated by the Board and Managing Director under conditions and restrictions, imposed by the Board or Managing Director.

REMUNERATION OF DIRECTORS

- 105.(a) Every Director shall be entitled to receive out of the fund of the company by way of sitting fees, such sum as may be prescribed under *** Section 197 of the Act from time to time for every meeting of Board or any Committee thereof attended by him. Any Director or all Director is/are entitled to renounce his/their right to receive the sitting fees. The Directors shall be entitled to be paid their reasonable travelling, hotel and other out-of-pocket expenses incurred in connection with their attending the Board and Committee meetings or otherwise incurred in the execution of their duties as Directors.
- (b) Any Director who attends any Board or Committee meeting shall be entitled to receive sitting fees and traveling expenses for the same notwithstanding that the same meeting was adjourned. Any Director who attends an adjourned Board/Committee meeting shall be entitled to receive sitting fees and traveling expenses for the adjourned meeting also, notwithstanding that he has received the sitting fees and travelling expenses for the original meeting which was adjourned.

**** In Article 103 Clause (b) is substituted at the Annual General Meeting held on 25.09.2015 by way of passing Special Resolution**

***** In Article 104 the last sentence of the words is deleted at the Annual General Meeting of the Company held on 03.09.2014**

***** In Article 105 (a) the words "Section 310" is substituted by the words "Section 197" at the Annual General Meeting of the Company held on 03.09.2014.**

- 106.If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing away from headquarters for any of the purposes of the Company or in giving special attention to the business of the Company or as member of a Committee of the Board, the Board may remunerate the Director so doing whether by a fixed sum or by a percentage of profits or otherwise.
- 107.The Managing Director(s) / Whole-time Director(s) shall be paid such remuneration as the Company in the General Meeting shall determine subject to the approval of the Central Government wherever necessary.
- 108.The Chairman of the Company may be paid an annual remuneration of 1% on the net profits of the Company computed in accordance with the provisions of the Companies Act 2013, subject to the approval of the Company in General Meeting. He shall not be subject to retirement by rotation.
- 109.Where there is no Managing Director / Whole time Director, the Directors, may be paid such remuneration as may be decided by the Board, subject to the limits prescribed in ***Section 197 of the Act.

MANAGER OR SECRETARY

- 110.Subject to the provisions of the Act, a Manager or Secretary may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Manager or Secretary so appointed may be removed by the Board.

AUTHENTICATION OF DOCUMENTS

- 111.A document purporting to be a copy of resolution of the Board or an extract from the minutes of a meeting of the Board which is certified as such shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Board.

SEAL

- 112.(a) The Board of Directors shall provide a Seal for the purposes of the Company and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof.
- (b) The Board of Directors shall provide for safe custody of the Seal. The Seal shall not be affixed to any instrument except by the authority of the Board of Directors or of a Committee of the Board authorized by the Board in that behalf and except in the presence of atleast one Director who shall sign every instrument to which the Seal is so affixed. Provided nevertheless, that any instrument bearing the Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority of the Board to issue the same.
- (c) As regards affixing the seal on the share certificates the same shall be affixed in accordance with the provisions of the Companies (issue of Share Certificates) Rules 1960 or any other statutory regulations.

***** In Article 109 the words "Section 309" is substituted by the words "Section 197" at the Annual General Meeting of the Company held on 03.09.2014.**

DIVIDENDS

- 113.The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
- 114.The Board may, from time to time, pay to the members such interim dividends as appear to it to be justified by the profits of the Company.
- 115.The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
- 116.On the declaration of dividend by the General Meetings it shall be paid to the share holders in proportion to the amount paid up or credited as paid upon each share and the period for which the amount was held as capital in the Company.
- 117.A transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer by the Company.
- 118.(a) Unless otherwise directed, any dividend may be paid by cheque or warrant or by a pay slip or receipt having the force of cheque or warrant sent through post to the registered address of the member or person entitled or in case of joint holders to that one of them first named in the Register in respect of joint-holding. Every such cheque or warrant shall be made payable to the person to whom it is sent. The Company shall not be responsible for the loss of any cheque, dividend warrant or pay slip or receipt sent by post in respect of dividends to the registered address or addresses communicated to the Office before hand by the member or for any dividend lost to the member or person entitled there to by the forged endorsement of any cheque or warrant or fraudulent encashment thereof by any other means.
- (b) No unclaimed dividend shall be forfeited by the Board unless the claim there to becomes barred by law and the Company shall comply with the provisions of ***Section 124 of the Act, in respect of any unclaimed or unpaid dividend.

ACCOUNTS

- 119.(a) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the Accounts and books of the Company or any of them, shall be open to the inspection of members not being Directors.
- (b) No member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Board or by the Company in general meeting.
- 120.Every balance sheet and profit and loss account of the Company when admitted and adopted by the Company in General Meetings shall be conclusive. If any error is discovered therein after the adoption thereof, such error shall be corrected in the accounts of the Company for the subsequent years.

***** In Article 118(b) the words, "Section 205-A" is substituted by the words "Section 124" at the Annual General Meeting of the Company held on 03.09.2014.**

CAPITALISATION OF PROFITS & RESERVES

121. 1. The Company in General Meeting may, upon the recommendation of the Board resolve;
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of the Profit and Loss Account, of otherwise available for distribution; and
 - (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the members, who would have been entitled thereto, if distributed by way of dividend and in the same proportion.
2. The sum aforesaid shall not be paid in cash but shall be applied subject to the provisions contained in clause (3), either in or towards-
- (a) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (b) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid up to and amongst such members in the proportion aforesaid;
 - (c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b).
3. For the purpose of this Article a share premium account and a capital redemption reserve fund may be applied only in paying up unissued shares to be issued to the members of the Company as fully paid bonus shares.
4. The Board shall give effect to the resolution passed by the Company in pursuance of these Articles:
- (A) 1. Whenever such a resolution as aforesaid shall have been passed, the Board shall;
 - (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby and all allotments and issues of fully paid shares and
 - (b) generally do all acts and things required to give effect thereto.
 - 2. The Board shall have full power:
 - (a) to make such provisions by the issue of fractional certificates or by payment in cash by realizing such fractional certificates or otherwise as it thinks fit, in the case of shares becoming distributable in fractions and also
 - (b) to authorize any person to enter, on behalf of all members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up of any further shares to which they may be entitled upon such capitalization or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amounts or any part of the amounts or any part of the amounts remaining unpaid on their existing shares.
 - 3. Any agreement made under such authority shall be effective and binding on all such members.
- (B) If the Company shall have redeemed any redeemable preference shares all or any part of any Capital Redemption Fund arising from the redemption of such shares may by resolution of the Company be applied in paying up in full or in part any new shares or any shares then remaining unissued, to be issued to such members of the Company or other persons as the Directors may resolve upto an amount equal to the nominal amount of the shares so issued.

SERVICE OF NOTICE AND DOCUMENTS

122. 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 previous to this name and address being entered on the Register shall have been duly given to the person from whom he derives his title to such share.
123. Any notice or document ***Served on any member by sending it to him/her by post or registered post or by speed post or at his/her office or address or by such electronic or other mode as may be prescribed in pursuance of these Articles shall, notwithstanding such member be then deceased and whether or not the Company has notice of death, be deemed to have been duly served in respect of any registered share, whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint- holders thereof and such service shall for all purposes of these Articles be deemed a sufficient service of the notice of documents on his heirs, executors or administrators and all persons, if any, jointly interested with him in any such share.

SECRECY

124. Every Director, Secretary, Manager, Auditor, Trustee for the Company, its members or debenture-holders, member of a Committee, officer, Servant, Agent, Accountant or other person employed in or about the business of the Company shall if so required by the Board, before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the company with its 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 to do so by the Board or by any General Meeting or by a Court of law and except so far as may be necessary in order to comply with any of the provisions contained in these Articles.
125. No shareholder or other person, not being a Director, shall be entitled to enter into or upon the premises or the property of the Company or to inspect the Company's premises or properties or the books or the accounts of the Company except to the extent allowed by the Act and subject to such reasonable restrictions as the Company in General Meeting or the Board may impose in this behalf from time to time, without the permission of the Board or of the Managing Director for the time being, require the discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Board/Chairman or of the Managing Director will be inexpedient, in the interest of the members of the Company, to communicate.

***** In Article 123, the words "delivered or sent by post to or left at the registered address of any member" is substituted by the following words: Served on any member by sending it to him/her by post or registered post or by speed post or at his/her office or address or by such electronic or other mode as may be prescribed in pursuance of these Articles shall, notwithstanding such member, at the Annual General Meeting of the Company held on 03.09.2014 .**

WINDING UP

- 126.If the Company shall be wound up and the assets for distribution among the members as such shall be insufficient to repay the whole of the paid up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively and if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the capital paid up or which ought to have been paid up on the shares held by them respectively at the commencement of the winding up.
- 127.If the Company shall be wound up, whether voluntarily or otherwise, the liquidator may, with the sanction of a special resolution, divide among the contributories, in specie or kind any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in trustees for the benefit of the contributories or any of them, as the liquidator, with the like sanction, shall think fit.

INDEMNITY

- 128.Every Director, Secretary or Officer of the Company or any person (whether an Officer of the Company or not) employed by the Company and any person appointed as Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director, Secretary, Officer, Employee or Auditor in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application under ***Section 463 of the Act in which relief is granted to him by the court.

S. No	Names, addresses, Occupation and Description of Subscribers	Signatures
1.	Dr. N.PALANISWAMI S/o.Thiru. Nalla Gounder Nallampatti (P.O.) Perundurai (Via) Erode R.M.S, Periyar District, [5426, ST. Martins Court, Bloom Field Hills, Michigan 48013, USA] DOCTOR	(Sd.) N.Palaniswami
2.	A.N.SACHITHANANDAN S/o. Thiru A.S. Nataraja Gounder, V.58, Plot 4156, Anna Nagar, Madras - 600 040 ARCHITECT -PLANNER	(Sd.) A.N.Sachithanandan
3.	Dr.P.SIVAKUMAR S/o.Dr. N.S.Palaniappan 97, Dr.Nanjappa Road, Coimbatore -641 018 DOCTOR	(Sd.) P.Sivakumar

***** In Article 128 the words "Section 633" is substituted by the words "Section 463" at the Annual General Meeting of the Company held on 03.09.2014.**

S. No	Names, addresses, Occupation and Description of Subscribers	Signatures
4.	Dr.K.C.RAMASWAMI S/o. Thiru.K.P.Chinnaswamy 73, Karuppana Gounder Layout, Coimbatore -641 011 DOCTOR OF MEDICINE	(Sd.) K.C.Ramaswami
5.	Dr. K.S.K.MURUGAIYAN S/o. Thiru.K.M.Subramaniam 34-B, Dr.Nanjappa Road, Coimbatore -641 018 DOCTOR OF MEDICINE	(Sd.) K.S.K.Murugaiyan
6.	Dr. M.C.THIRUMOORTHY S/o.Thiru M.M.Chitrabalam, 840, Barclay Court, Troy, Michigan 48098, USA PHYSICIAN Camp: Muthayipalayam (Post) Periyar District - 638 153	(Sd.) M.C.Thirumoorthi
7.	P.MALLIKA D/o. Dr.N.S.Palaniappan, 34-B, Dr.Nanjappa Road, Coimbatore -641 018. HOUSE WIFE	(Sd.) Mallika Murugaiyan

Dated This 11th Day of August 1985

Coimbatore

Witness to the above signatures:

(Sd.) S.V. JAYARAMAN
S.V.Jayaraman B.Sc, ACA, ACS
S/o Thiru.S.V.Venkataraman
Chartered Accountant
16, Vyasar Street
Madras - 600 017

All the Subscribers including myself were at Coimbatore on 11-8-1985 and they have signed before me.

(Sd.)S.V.JAYARAMAN.

