

**ARTICLES OF ASSOCIATION
OF
PDCOR LIMITED**

**(A new set of Articles of Association as per the Companies Act 2013 was
adopted in the AGM held on 18.08.2017)**

e-Challan

Registration and Stamps department
Government of Rajasthan

GRN: 0018835540



Payment Date: 23/09/2017

Office Name: SUB REGISTRAR-VI REGISTRATION & STAMPS, JAIPUR

Location: JAIPUR (CITY)

Period: 23/09/2017-To-30/09/2017

S.No	Purpose/Budget Head Name	Amount (₹)
1	0030-02-800-02-00-स्टाम्प शुल्क पर अधिभार	50.00
2	0030-02-800-03-00-स्टाम्प शुल्क पर गो संवर्धन/ संरक्षण हेतु अधिभार	50.00
3	0030-02-103-01-00-दस्तावेजों पर स्टाम्प शुल्क लगाना	500.00

Commision(-): 0.00

Total/NetAmount: 600.00

Six Hundred Rupees and Zero Paise Only

Payee Details:

Full Name: PDCOR LIMITED	Tin/Actt.No./VehicleNo./Taxid :
Pan No.(If Applicable):	City(Pincode): JAIPUR(302005)
Address:IFLOOR LIC JEEVAN NIDHIBUILDING BHAVANI SINGH NEAR AMBEDKAR, JAIPUR RJ 302005 IN313001	Remarks:STAMP DUTY OF RS. 500 ON ALTERATION IN ARTICLES OF ASSOCIATION AS PER COMPANIES ACT, 2013 OF PDCOR LIMITED

Payment Details:

Challan No. - 0

Bank: SBlePAY(Credit/Debit Cards)	Bank CIN No: 10001322017092300151
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THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
(Incorporated under the Companies Act, 1956)

ARTICLES OF ASSOCIATION
OF

PDCOR LIMITED

Preliminary

1. The following regulations comprised in these Articles of Association were adopted pursuant to the members' resolution passed at the annual general meeting of the Company held on August 18, 2017 in substitution for and to the entire exclusion of the regulations comprised in the former Articles of Association of the Company.

2. Definitions & Interpretation

- 2.1 To the extent of any specific provisions not contained in these Articles but contained in Table F of Schedule I to the Companies Act, 2013, such regulations contained in Table F in the Schedule I to the Companies Act, 2013, in so far as they are applicable to a Public Company shall apply to this Company, subject to its capital and governing structure etc., as if such regulations are contained in these Articles unless otherwise stated under the Act.

- 2.2 In these Articles —

- i). **“Act”** means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable, including rules;
- ii). **“Articles”** means these articles of association of the Company or as altered from time to time;
- iii). **“Associate company”**, in relation to another company, means a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence and includes a joint venture company;

Explanation: For the purposes of this clause, “significant influence” means control of at least twenty per cent of total share capital, or of business decisions under an agreement;

- iv). **“Board of Directors”** or **“Board”**, means the collective body of the directors of the Company;
- v). **“Company”** means PDCOR Limited, a public limited company incorporated under the Companies Act, 1956;
- vi). **“Office”** means the Registered Office for the time being of the Company;
- vii). **“Director”** means a Director appointed to the Board of the Company;

- viii). **“Dividend”** includes any interim dividend;
- ix). **“Equity Shares”** means the equity shares of the Company having par value of INR. 10/- per equity share;
- x). **“Equity Share Capital”** means the par value of all the Equity Shares issued by the Company;
- xi). **“State Government/GoR”** means Government of Rajasthan.
- xii). **“IL&FS”** means Infrastructure Leasing and Financial Services Limited, a company incorporated under the Companies Act and having its registered office at The IL&FS Financial Centre, Plot No C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051;
- xiii). **“Person”** shall include any association, firm, corporation or Company as well as individuals;
- xiv). **“Promoters” / “Parties”** means Government of Rajasthan and IL&FS & its affiliates;
- xv). **“Rules”** means the applicable rules for the time being in force as prescribed under relevant sections of the Act;
- xvi). **“Seal”** means the Common Seal of the Company;

2.3 In these Articles, unless there is something in the subject or context inconsistent therewith:

- (a) Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.
- (b) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.

Share capital and variation of rights

3. The Authorized Share Capital of the Company shall be as prescribed in Clause V of the Memorandum of Association of the Company. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board and the Board may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as it may from time to time think fit.
4. Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever (including the goodwill of any business) sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.
5. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:

- (a) Equity share capital:
 - (i) with voting rights; and / or
 - (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
 - (b) Preference share capital
6. (1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide –
- (a) one certificate for all his shares without payment of any charges; or
 - (b) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first certificate.
- (2) Every certificate shall be under the Seal and shall specify the shares to which it relates and the amount paid-up thereon and shall be issued in the form and manner prescribed in the Act, the Rules and other applicable laws
- (3) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
7. A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialized state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.
8. If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board. The Company shall not charge any fee exceeding those which may be agreed upon with the stock exchange for registration of transfer of shares and debentures, for sub-division and consolidation of share and debenture certificates and for sub-division, of letters of allotment and split, consolidation, renewal and Transfer Receipts into denominations corresponding to the market units of trading, for issue of new certificates in replacement of those which are old, decrepit or worn out or where the cages on the reverse for recording transfers have been fully utilised, for registration of any Power of Attorney, Probates letters of administration or similar other documents.
9. The provisions of the foregoing Articles relating to issue of certificates shall *mutatis mutandis* apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.

10. (1) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.
- (2) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.
- (3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid up shares or partly in the one way and partly in the other.
11. (1) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.
- (2) To every such separate meeting, the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply.
12. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
13. Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to Equity Shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.
14. The equity capital of the Company shall be issued in the following proportions:

Name of Shareholder	Shareholding %
State Government	50%
IL&FS and its affiliates	50%

Total	100%

Subsequent allotment of the shares shall also be made in accordance with above proportion of the holding

Lien

15. (1) The Company shall have a first and paramount lien –
- a. on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
 - b. on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:
- Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
- (2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.
- (3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.
16. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:
- Provided that no sale shall be made—
- (a) unless a sum in respect of which the lien exists is presently payable; or
 - (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.
17. (1) To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.
- (2) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (3) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.
- (4) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.
18. (1) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
- (2) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon

the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

19. In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.
20. The provisions of these Articles relating to lien shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Calls on Shares

21. (1) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times;

Provided that the Board shall not give right or option to any other person except with the sanction of the Company in General Meeting.
 - (2) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.
 - (3) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.
 - (4) A call may be revoked or postponed at the discretion of the Board
22. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.
23. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
24. (1) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof ("the due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.
 - (2) The Board shall be at liberty to waive payment of any such interest wholly or in part.
25. (1) 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.
 - (2) 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.

26. The Board—
- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
 - (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the members (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable by him.
27. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.
28. All calls shall be made on a uniform basis on all shares falling under the same class. *Explanation:* Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.
29. The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities of the Company

Transfer of shares

30. (1) A common form of transfer in the form as prescribed under the Act, shall be used.
- (2) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.
- (3) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
31. The Board may, subject to the right of appeal conferred by the Act decline to register –
- (a) the transfer of a share, not being a fully paid share, to a person whom they do not approve; or
 - (b) any transfer of shares on which the Company has a lien.

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

32. In case of shares held in physical form, the Board may decline to recognize any instrument of transfer unless –
- (a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;
 - (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of

the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

33. On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made there under, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty- five days in the aggregate in any year.

34. The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

35.

(i) Any shareholder shall have the right to transfer its shares including the assignment of its rights and obligations to any wholly owned subsidiaries or such other affiliate, nominee or assign as mutually agreed, provided that:

a) The shareholder obtains the prior approval in writing of the other shareholders which approval shall not be unreasonably withheld; and

b) The transferee of the shares agrees to be bound by the terms and conditions of the shareholders agreement by executing a Deed of Adherence

c) Any attempt to transfer any shares issued to the others which is not in compliance with the shareholders agreement shall be null and void and neither the company nor any transfer agent shall give any effect in the company's share and transfer books and in the Registrar of Members to such attempted transfer.

(ii) Notwithstanding anything to the contrary contained elsewhere, GoR and IL&FS hereby undertake that together with their respective affiliates and subsidiaries would not hold less than 26% each of the issued and subscribed equity share capital of the company unless otherwise mutually agreed between the GoR and the IL&FS and its affiliates. This target could be achieved over a period by way of dis-investment by the GoR and IL&FS and its affiliates and/or by sale of equity shares by one party to the other and/or subscription to fresh equity share capital to be issued by the company to public/strategic investors other than the GoR and IL&FS and their respective affiliates and subsidiaries.

(iii) If at any time any shareholder hereto and/or its affiliates and subsidiaries ("offeror") desire to part with or transfer to any person (other than transfers inter-se) the whole or any part of the equity shares held by them in the company, then such party shall give to the other shareholders hereto the first option to purchase such equity shares and such option shall be exercised within thirty days from the date of the offer for sale of such shares subject to requisite approval of appropriate statutory authorities in case required by provisions of act/guidelines/rules and/or Companies Act, 2013 and All India Financial Institutions/banks, who have granted loans to the company.

(iv) The price payable in respect of sale of shares to other shareholders shall be determined on the basis of an independent valuation report. The independent valuation report would be prepared by reputed chartered accountants firm appointed by the offeror and purchaser

from amongst three names suggested by the Board of the company.

- (v) If however the other shareholders refuse the said offer or do not exercise their option to purchase the said equity shares within thirty days from the date of the offer or if the appropriate statutory authorities in case required by provisions of act/guidelines/rules and/or Companies Act, 1956 and All India Financial Institutions/Banks, who have granted loans to the company do not approve the transfer between the parties as proposed, the offeror shall be free to transfer or sell the same to any other person(s) under intimation to the other shareholders. All transfers by the parties hereto shall be subject to such restrictions as may be contained in the Companies Act, 1956 or as may be imposed by other statutory authorities and/or banks/ All India Financial Institutions who have granted or agreed to grant loans/financial assistance to the company.
- (vi) Notwithstanding anything above, the shareholders hereto agree that they shall not transfer, sell or create or permit to subsist any pledge, lien, or charge over or grant any option or other rights or dispose of any interest in any manner whatsoever in all or any of the shares held by them or their affiliates and subsidiaries in the company (otherwise than by a transfer of such shares in accordance with the provisions of the shareholders agreement) without the prior consent of the other shareholders in writing during the continuance of the shareholders agreement and till such time any undertaking or guarantee given by any of the shareholders hereto either to the financial institutions or banks or to the other shareholders relating to or on behalf of the company subsists and continues to be in force.
- (vii) No transfer of shares among the affiliates and subsidiaries of the GoR and IL&FS shall be given effect to without the prior consent in writing of the other party/promoter. The details of the affiliates and subsidiaries of either party who have contributed towards the equity share capital of the company shall be furnished to the other party from time to time.

Transmission of shares

- 36. (1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or 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.
- (2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
- 37. (1) Any person becoming entitled to a share in consequence of the death 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 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 insolvent member had transferred the share before his death or insolvency.
- (3) The Company shall be fully indemnified by such person from all liability, if any, for actions taken by the Board to give effect to such registration or transfer.

38. (1) 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.
- (2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (3) All the limitations, restrictions and provisions of these regulations 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 or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
39. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the 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:
- Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.
40. The provisions of these Articles relating to transmission by operation of law shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Forfeiture of shares

41. If a member fails to pay any call, or installment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.
42. The notice aforesaid shall:
- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
43. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the 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 that effect.
44. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

- (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
45. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.
- (ii) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.
46. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the Company, and that a share in the Company has 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 share;
- (ii) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
 - (iii) The transferee shall thereupon be registered as the holder of the share; and
 - (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
47. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment 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 the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
48. The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Alteration of capital

49. The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
50. Subject to the provisions of the Act, 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) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
 - (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
 - (d) 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.

51. Where shares are converted into stock—
- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
 - (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
 - (c) such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “stock” and “stock-holder” respectively.
52. The Company may, by resolution as prescribed in the Act, reduce in any manner and with, and subject to, any incident authorized and consent required by law—
- (a) its share capital;
 - (b) any capital redemption reserve account;
 - (c) any share premium account; or
 - (d) any other reserve in the nature of share capital.

Capitalization of profits

53. i. The Company in general meeting may, upon the recommendation of the Board, resolve—
- (a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company’s reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
 - (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- ii. The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), 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 proportions aforesaid;

- c) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);
 - d) A securities premium account and a capital redemption reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
 - e) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.
54. (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 capitalised thereby, and all allotments and issues of fully paid shares if any; and
 - (b) generally do all acts and things required to give effect thereto.
- (2) The Board shall have power—
- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
 - (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount 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 such members.

Buy-back of shares

55. Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

General meetings

56. All general meetings other than annual general meeting shall be called extraordinary general meeting.
57. The Board may, whenever it thinks fit, call an extraordinary general meeting.

Proceedings at general meetings

58. (1) 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.

- (2) The quorum for the general meetings shall be as provided in the Act.
59. The Chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company.
60. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
61. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.
62. On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have second or casting vote.

Adjournment of meeting

63. (1) Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (4) Save as aforesaid, and as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

64. 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, the voting rights of members shall be in proportion to his share in the paid-up Equity Share Capital of the Company.
65. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.
66. (1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- (2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

67. 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 the committee appointed by the Court or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
68. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
69. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
70. (1) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
(2) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

Proxy

71. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
72. An instrument appointing a proxy shall be in the form as prescribed in the Rules.
73. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Directors

74. The first Directors of the Company shall be as follows: -
 1. Shri Arvind Mayaram
 2. Shri Gopal Rajagopalan
 3. Shri Satish Mehta
 4. Shri Hari Sankaran

Government of Rajasthan and IL&FS and its affiliates have a right to nominate directors as per the following:

1.	Government of Rajasthan	5
2.	IL&FS and its affiliates	5
		10

75. Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 and shall not be more than 15.
76. (1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
- (2) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting.
- (3) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses incurred by them—
- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or
- (b) in connection with the business of the Company.
77. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
78. (1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.
- (2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.
79. (1) The Board may appoint an alternate director to act for a director (hereinafter in these Articles referred to as “the Original Director”) during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.
- (2) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.
- (3) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.

80. (1) In case the Company obtains any loans/other facilities from financial institutions and it is a term thereof that the said financial institution shall have a right to nominate one or more directors, then subject to such terms and conditions as may be agreed upon, the said financial institution shall be entitled to nominate one or more directors as the case may be, on the Board of Directors of the Company and to remove from office any such director so appointed and to nominate another in his place or in place of the Director so appointed, who resigns or otherwise vacates his office. Any director or directors so nominated shall not be liable to retire by rotation. Any such nomination or removal shall be made in writing and by a resolution of the Board of Directors of such financial institution and shall be signed by the said financial institution or by any person duly authorised by it. Removal of any such Nominee Director by any such Financial Institution shall take effect upon communication by such Financial Institution in writing confirming compliance of the procedure stated above.
- (2) Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to the International financial institutions such as International Finance Corporation, Washington, (IFC/W), International Development Agency (IDA), Asian Development Bank (ADB), International Bank for Reconstruction and Development (IBRD) and the Indian financial institutions such as Industrial Development Bank of India (IDBI), The Industrial Finance Corporation of India (IFCI), ICICI Limited (ICICI), The Industrial Investment Bank of India (IIBI), 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 (UII), Infrastructure Development Finance Company Limited (IDFC) or a State Financial Corporation or any financial institution owned or controlled by the Central Government or a State Government or the 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.
- (3) 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.
- (4) The Nominee Director/s so appointed shall hold the said office only so long as any moneys 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 upon the moneys owing by the Company to the Corporation being 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.

- (5) 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 Meetings 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 notices and minutes.
- 81.
- (1) The Company shall, subject to the provisions of the Act, be entitled to agree with any Government, person, firm or body corporate that he or it shall have the right to appoint his or its nominee on the Board of Directors of the Company upon such terms and conditions as the Company may deem fit. Such nominee and their successors in office appointed under this Article shall be called “Special Directors” or “Nominee Director of such Government, person, firm or body corporate” of the Company.
 - (2) The “Special Directors” or “Nominee Director of such Government, person, firm or body corporate” appointed under the last preceding Article shall be entitled to hold office until retired by the person, firm or body corporate who may have appointed them, and will not be bound to retire by rotation or be subject to Articles hereof. Such Director shall not require any qualification Share-holding. As and when such Director vacates office whether upon request as aforesaid or by death, resignation or otherwise, the person, firm or body corporate who appointed such Director may appoint another director in his place. Every nomination, appointment or removal of such Director or other notification under this Article shall be in writing and shall in the case of a company be under the hand of a Director of such company duly authorized in that behalf by a resolution of the Board of Directors. Subject as aforesaid, a Special Director or “Nominee Director of such Government, person, firm or body corporate” shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.
- 82.
- (1) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.
 - (2) The director so appointed shall hold office only up to the date up to which the director in whose place he is appointed would have held office if it had not been vacated.

Powers of Board

- 83.
- (1) The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
 - (2) The Board may, from time to time and at its discretion, subject to the provisions of Sections 73, 179, 180, and 185 of the Act, raise or borrow either from the Directors or from elsewhere and secure the payment of any sum or sums of money for the purpose of the Company

provided that the Board shall not, without the sanction of the Company in General Meeting borrow any sum of money which together with money already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) will exceed the aggregate for the time being of the paid-up capital of the Company and its free reserves, that is to say, reserves not set aside for any specific purpose.

- (3) The Board may raise or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit, and in particular by the issue of bonds, perpetual or redeemable debentures or debenture-stock, or any mortgage, or other tangible security on the under- taking of the whole or any part of the Company (both present and future) but shall not create a charge on its capital for the time being without the sanction of the Company in the General Meeting.
- (4) Notwithstanding anything to the contrary herein contained or set out in the Memorandum and Articles of Association of the Company, the following matters must be referred to the Board and can only be effected by a resolution of the Board or if such matters require the approval of the Shareholders of the Company in general meeting, then by a resolution passed by the Shareholders voting through their representatives or proxies PROVIDED ALWAYS THAT any Director or Shareholder shall not unreasonably withhold an affirmative vote unless it is not in the interest of the Company:
 - a) any change in the share capital structure of the Company including but not limited to any consolidation, sub-division or conversion of any of the Company's share capital or any alteration of any of the rights attached to the Shares or subscription and payment of share capital or issue of Shares with different rights;
 - b) any change in the major activities or scope of the business of the Company;
 - c) any change in the name of the Company;
 - d) the provision of any reasonable corporate guarantees or the creation of any mortgage charge, lien or any other encumbrance over the Company or any asset of the Company in favour of a third party (other than the lenders to the Project);
 - e) sale, transfer, lease, assign or disposal of any material property and/or assets of the Company for any interest therein or contract so to do otherwise than in the ordinary course of the business;
 - f) Establishment of subsidiaries or acquisition of, or investment in any other company or legal entity;
 - g) Recommendation of any form of financial restructuring (including initial public offer) or recommendation of dissolution of the Company except when otherwise required by the applicable law;
 - h) Appointment/Removal of the Chief Executive Officer/Managing Director;
 - i) Appointment/Removal of Statutory Auditors;
 - j) Buy back of shares by the Company;
 - k) Approval of foreign collaboration;

- l) Declaration of dividends;
 - m) Material Changes in accounting policies; and
 - n) Listing of Shares.
- (5) Notwithstanding anything to the contrary herein contained or set out in the Memorandum and Articles of Association of the Company, the following matters requires unanimous approval of all the members of the Board: -
- a) Create any fixed or floating charge, lien (other than a lien arising by operation of law) or other encumbrance over the whole or any part of the undertaking, property or assets of the Company or of such subsidiary, except for the purpose of securing the indebtedness of the Company to its bankers for sums borrowed in the ordinary and proper course of the business.
 - b) Borrow any sum (except from the Company's bankers in the ordinary and proper course of the business) in excess of a maximum aggregate sum outstanding at any time of Rs.100 lacs.
 - c) Approval the annual budget and operating plan of the Company.
 - d) Give any guarantee or indemnity to secure the liabilities or obligations of any person (other than a wholly owned subsidiary of the Company).
 - e) Sell, transfer, lease, assign or otherwise dispose of a material part of the undertaking, property and/or assets of the Company or any such subsidiary (or any interest therein), or contract so to do otherwise than in the ordinary and proper course of the business.
 - f) Enter into any contract, arrangement or commitment involving expenditure on capital account or the realization of capital assets if the amount or the aggregate amount of such expenditure or realization by the Company, and all of the subsidiaries of the Company would exceed Rs.100 lacs in any one year or in relation to any one project, (and for the purpose of this paragraph the aggregate amount payable under any agreement for hire, hire- purchase or purchase on credit sale or conditional sale terms shall be deemed to be capital expenditure incurred in the year in which such agreement is entered into).
 - g) Amend the Joint Venture Agreement, Memorandum of Association and/or Articles of Association.
 - h) Change the nature of scope of business of the Company.
 - i) Appoint, replace or dismiss the Chairman of the Board and/or the Managing Director of the Company or the Company Secretary.
 - j) Approve any increase in the authorized or issued capital of the Company.
 - k) Consolidate, sub-divide or convert any of the company's share capital or in any way alter the rights attaching thereto.
 - l) Create, acquire or dispose of any subsidiary or of any shares in any subsidiary.

- m) Do or permit or suffer to be done any act or thing whereby the Company may be wound up (whether voluntarily or compulsorily), save as otherwise expressly provided for in this Agreement.
 - n) Issue any debentures or other securities convertible into shares or any share warrants or any options in respect of shares.
 - o) Enter into any contract or transaction except in the ordinary and proper course of the business on arm's length terms.
 - p) Acquire, purchase or subscribe for any shares, debentures, mortgages or securities (or any interest therein) in any company, trust or other body.
 - q) Create any contract or obligation to pay money or money's worth to any member of the Company or to any holding company of such member (including any renewal thereof or any variation in the terms if any existing contract or obligation).
 - r) Appoint any committee of the Directors or any local board or delegate any of the powers of the Directors to such committee or local board.
 - s) Hold any meeting of shareholders or purport to transact any business at any such meeting unless there shall be present duly authorized representatives or proxies for each of the shareholders.
 - t) Recommend to the share holders any dividend or any change in the amount of the dividend recommended to the share holders.
 - u) Register any share transfer required by any transfer of shares from a shareholder to another shareholder or to a third party.
 - v) Increase or decrease the number of Directors of the Company.
 - w) Remove or appoint the Company's Directors
- (6) The matters specified below requires majority of the total number of the Board members: -
- a) Amendments to the Memorandum and Articles of Association of the Company.
 - b) Sale, pledge, mortgage or other transfer or lease of all or substantially all of the business and assets of the Company.
 - c) Acquisition of all of the business and assets of any other company.
 - d) Change in composition of share holding ratio.
 - e) Change the basic business purposes of the Company.
 - f) Dissolution of the Company.
 - g) Allocation and distribution of the Company's earnings.
 - h) Increase and decrease of the capital of the Company.

- i) Investment in any business which is not related to the Company's line of business or any diversification into any business other than the Company's usual business.
- j) Such other matters as may be required by the laws of the Territory.

Proceedings of the Board

84. (1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (2) The Chairperson or any one director may or the secretary on the direction of the Chairperson / Director shall, at any time, summon a meeting of the Board
- (3) The quorum for a Board meeting shall be as provided in the Act with a condition that one representative Director of Government of Rajasthan and IL&FS & its affiliates must be present to constitute valid quorum.
- (4) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.
85. (1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (2) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
86. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.
87. (1) The Chairperson of the Company shall be the nominee of Government of Rajasthan.
- (2) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meeting and determine the period for which he is to hold office.
- (3) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their member to be Chairperson of the meeting.
88. (1) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit.
- (2) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
- (3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

89. (1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.
- (2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
90. (1) A committee may meet and adjourn as it thinks fit.
- (2) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
91. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
92. Save as otherwise expressly provided in the Act, a resolution in writing / circular resolution, signed by the majority of the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer

93. Subject to the provisions of the Act—
- (1) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board. The Board may appoint one or more chief executive officers for its multiple businesses.
- (2) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

Managing Director

90. (1) Subject to the provisions of Sections 196, 197, and 203 and Schedule V of the Act, the Managing Director will be identified and appointed by the Board with the unanimous approval of the Directors. The Board will decide the terms and conditions and terms of appointment. The Board of Directors may request the State Government of Rajasthan to lend the services of a suitable candidate on a fixed tenure basis. The Board may also identify a candidate on an independent basis from external sources. The MD will be an individual with specific expertise in financial services and experience in the infrastructure sector. He will be responsible for the overall day to day management of the company and would be assisted by a management committee who would form the core team and the Board of Directors would delegate to the Management Committee all such powers, authorities, functions and responsibilities as it deems fit. The Managing Director will have powers for

appointing personnel as delegated by the Board and also would be entitled to terminate the services of employees as per the rules and regulations as adopted by the Board from time to time.

- (2) Subject to the provisions of the Act, Board may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or from office and appoint another in his place.
- (3) Subject to the provisions of the Act and of these presents, a Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation but he shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company and he shall ipso facto and immediately cease to be a Managing Director if he ceases to hold the office of Director for any cause, provided that if at any time the number of Directors (including the Managing Director) as are not subject to retirement by rotation shall exceed one-third of the total number of the Directors for the time being, then such Managing Director or Managing Directors or Director/s, as the Directors, may from time to time select, shall be liable to retirement by rotation shall not exceed one-third of the total number of Directors for the time being.
- (4) Subject to the provisions of the Act and to the approval of the Company in General Meeting the remuneration of a Managing Director shall from time to time be fixed by the Directors, and may be by way of fixed salary, or commission on profits of the Company, or by participation in any such profits or by any or all of those modes.

The Seal

91. (1) The Board shall provide for the safe custody of the Seal.
- (2) The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorized by it in that behalf, and except in the presence of at least one director or manager, if any or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence.

Dividends and Reserve

92. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
93. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.
94. (1) The Board at its discretion may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the

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

- (2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
95.
 - (1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.
 - (2) No amount paid or credited as paid on a share in advance of calls shall while carrying interest be treated for the purpose of this Article as paid on the share, including to confer a right to dividend or to participate in profits.
 - (3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
96.
 - (1) 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.
 - (2) The Board may retain dividends payable upon shares in respect of which any person is, under the Article 50 & 51 hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares
97.
 - (1) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct
 - (2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
 - (3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.
98. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
99. No dividend shall bear interest against the Company.

The waiver in whole or in part of any dividend on any share by any document (whether or not

under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

All unpaid and unclaimed dividends shall be dealt with in accordance with the provisions of the Act and rules made there under.

Further, there shall be no forfeiture of unclaimed dividends before the claim becomes barred by law.

Accounts

100. (1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.
- (2) 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.

Winding up

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

Dematerialization of Securities

102. (1) Notwithstanding anything contained herein, the Company shall be entitled to dematerialize its shares, debentures and other securities pursuant to the Depositories Act, 1996.
- (2) Every person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a Depository. Such a person who is the beneficial owner of the securities can at any time opt out of a depository, if permitted by the law, in respect of any security in the manner provided by the Depositories Act, and the Company shall in the manner and within the time prescribed, issue to the beneficial owner the required Certificate of Securities.

If a person opts to hold his security with a Depository, the Company shall intimate to such Depository the details of allotment of the security and on receipt of the information, the Depository shall enter in its record the name of the allottee as the beneficial owner of the

security.

- (3) The Company shall cause to be kept a register and index of members in accordance with all applicable provisions of the Act and the Depositories Act, 1996, containing details of shares and debentures held in materialized and dematerialized forms in any media as may be permitted by law(s) including any form of electronic media.
- (4) The Company shall have the power to keep in any state or country outside India a branch register resident in that state or country.
- (5) Except as specifically provided in these Articles, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in electronic form so far as they apply to shares in physical form subject however to the provisions of the Depositories Act, 1996.

Indemnity & Insurance

103.

- (1) Subject to the provisions of the Companies Act, no member shall be entitled except to the extent expressly permitted by the Act or these presents to enter upon the property of the Company or to require 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 which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it will be expedient in the interest of the members of the Company to communicate to the public.
- (2) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.
- (3) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court or the tribunal.
- (4) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

General Power

104. Wherever in the Act, it has been provided 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 that case this Article authorizes and empowers the Company

to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

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We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of these Articles of Association:

SI. No.	Signature, Name, Description, Address and Occupation of the Subscribers	Signature, Name, Address, Description and occupation of witness
1	Sd/- Mr. Chandra Shekhar Rajan S/o Mr. K. T. Rajan 1/10, Somya Marg, Gandhi Nagar, Jaipur	<p>I witness the signatures of all subscribers Vikrant Khandelwal S/o Banwari Lal Gupta 1336, Kissan Marg, Barkat Nagar, Jaipur – 302015 Sd/- Mem. No. 401148 Chartered Accountant</p>
2	Sd/- Mr. Satya Priya Gupta S/o Late Shri M. L. Gupta D o Late Shri M. L. Gu Jaipur	
3	Sd/- Authorized Representative on behalf of Governor of Rajasthan Manoj Kumar S/o Late Dr. R. P. Sharma B – 42, Janta Colony, Jaipur. On behalf of Governor of Rajasthan	
4	Sd/- Paritosh Gupta S/o Shri Ram Das Gupta A – 401, Trimurti Dave Apartments, Sawai Jai Singh Highway, Jaipur Service	
5	Sd/- Pradeep Panwar S/o Shri Sampat Lal Panwar 9/24, Vidhyadhar Nagar, Jaipur Service	
6	Sd/- Peeyush Gaur S/o Sh. Yogesh Chandra Sharma A – 53, Krishna Nagar II, Lalkothi, Jaipur Service	
7	Sd/- Avinash Bagul S/o Mr Atmaram Bagul Authorized Representative, Infrastructure Leasing & Financial Services Limited Bandra Kurla Complex, Bandra (East), Mumbai - 400051	

Dated : 29th day of October 2004

Place : Jaipur